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Clerk of the Superior Court
By C. Miranda ,Deputy Clerk

Attorneys for Plaintiff and the Putative Class

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

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

Plaintiff,

v.

CRICUT, INC.,

Defendant.

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

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AGREEMENT,
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS, APPOINTING
CLASS REPRESENTATIVE,
APPOINTING CLASS COUNSEL, AND
APPROVING NOTICE PLAN**

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

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION**
2 **SETTLEMENT**

3 The Motion for Preliminary Approval of Class Action Settlement came before this Court on
4 October 11, 2024. The Court, having considered the proposed Class Action Settlement Agreement
5 and Release and its exhibits (collectively, the "Settlement Agreement" or "Settlement")¹, attached
6 as **Exhibit 1** to the concurrently-filed Declaration of Julia Venditti ("Venditti Decl."); having
7 considered the Motion for Preliminary Approval of Class Action Settlement filed by Class
8 Counsel; having considered the respective points and authorities and declarations submitted by
9 Class Counsel in support thereof; and good cause appearing, **HEREBY ORDERS THE**
10 **FOLLOWING:**

11 The Court grants preliminary approval of the Settlement as set forth in the Settlement
12 Agreement and finds the terms to be within the range of reasonableness of a settlement that
13 ultimately could be granted approval by the Court at the Final Fairness Hearing. For purposes of
14 the Settlement only, the Court finds that the proposed Settlement Class is ascertainable and that
15 there is a sufficiently well-defined community of interest among the Settlement Class in questions
16 of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification
17 of the following "Settlement Class" defined as follows: all California residents, from January 1,
18 2018, through the date of the Preliminary Approval Order, who incurred renewal fee(s) in
19 connection with Cricut's offerings for paid Cricut Subscriptions. For the avoidance of doubt, to fall
20 within the definition of Settlement Class, a Person must have purchased a Cricut Subscription,
21 incurred renewal fee(s) on such Cricut Subscription between January 1, 2018, and the date of the
22 Preliminary Approval, and been a California resident when the Person incurred such renewal fees.

- 23 1. For purposes of the Settlement, the Court further designates named Plaintiff Heather
24 Villegas as class representative, and the law firm of Bursor & Fisher, P.A. as Class Counsel.
25 2. The Court confirms Analytics Consulting LLC as the Settlement Administrator.
26 3. A Final Fairness Hearing on the question of whether the proposed Settlement should

27

28 ¹ Unless otherwise noted, all capitalized terms have the meaning ascribed to them in the Settlement Agreement.

1 be finally approved as fair, reasonable and adequate as to the Settlement Class Members is hereby
2 set for April 11, 2025, at 8:30 A.M. in Department C-74 of this Court, located at the Hall of
3 Justice, Sixth Floor, 330 W Broadway, San Diego, CA 92101.

4 4. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
5 should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a Final
6 Order and Judgment granting approval of the Settlement should be entered; and (c) whether Class
7 Counsel's application for an award of attorneys' fees, reimbursement of litigation expenses, and
8 Plaintiff's stipend should be granted.

9 5. Class Counsel shall file memoranda, declarations, or other statements and materials
10 in support of their request for final approval by no later than 75 calendar days from the date of
11 entry of this Order.

12 6. Class Counsel shall file an application for an award of attorneys' fees and
13 reimbursement of litigation expenses by no later than 75 calendar days from the date of entry of
14 this Order.

15 7. Class Counsel shall file an application for Plaintiff's stipend by no later than 75
16 calendar days from the date of entry of this Order.

17 8. The Court approves, as to form and content, the Claim Form, Summary Notice, and
18 Long Form Notice, which are attached hereto as **Exhibits A, B, and C**, respectively.

19 9. The Notice Date shall commence no later than 45 calendar days after the date of
20 entry of this Order.

21 10. Persons falling within the definition of the Settlement Class shall have until 90
22 calendar days from the date of entry of this Order to opt out of the Settlement, object to the
23 Settlement, or submit a Claim Form.

24 11. As set forth in greater detail in the Settlement Agreement, the Court directs the
25 Settlement Administrator to email the Summary Notice to Persons falling within the definition of
26 the Settlement Class by the Notice Date. Within 3 calendar days of the Notice Date, the Settlement
27 Administrator shall mail a postcard with the Summary Notice to the applicable billing address for
28 any email notice returned as undeliverable or for any Person falling within the definition of the

1 Settlement Class for whom Cricut does not possess an email address on file.

2 12. On or before the Notice Date, the Long Form Notice and Claim Form shall be made
3 available on the Settlement Website.

4 13. The Court finds that the Notice Plan set forth in the Settlement Agreement
5 constitutes the best notice practicable under the circumstances and constitutes valid, due, and
6 sufficient notice to all Persons falling within the definition of the Settlement Class. It complies
7 fully with the requirements of California Code of Civil Procedure section 382, California Civil
8 Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
9 Constitutions, and other applicable law.

10 14. The Court further approves the procedures for Persons falling within the definition
11 of the Settlement Class to participate in, opt out of, or object to the Settlement, as set forth in the
12 Settlement Agreement.

13 15. As set forth in greater detail in the Settlement Agreement, to validly object to the
14 Settlement, an objecting Person falling within the definition of Settlement Class must provide the
15 following information in a written objection: (i) the objector's full name, current address,
16 telephone number, and a signature from either the objector or their counsel; (ii) the objector's
17 objections to the Settlement; (iii) the reasons for the objections; (iv) if the objector intends to call
18 any witnesses or offer any exhibits at the Final Fairness Hearing, a list of any such witness and
19 exhibits; (v) whether the objector intends to appear at the Final Fairness Hearing with or without
20 separate counsel; and (vi) if the objector intends to appear at the Final Fairness Hearing with
21 separate counsel, the identities of all attorneys who will separately represent the objector. In
22 addition, any objector shall provide a list of any other objections submitted by the objector, or the
23 objector's separate counsel, to any class action settlements submitted in any court in the United
24 States, whether state, federal or otherwise, in the previous five years. If the objector or the
25 objector's separate counsel has not objected to any other class action settlement in any court in the
26 United States in the previous five years, the objector shall affirmatively so state in the written
27 objection.

28 16. The procedures and requirements for filing objections in connection with the Final

1 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
2 presentation of objections to the Settlement, in accordance with the due process rights of all
3 Persons falling within the definition of the Settlement Class.

4 17. Pending the Final Fairness Hearing, all proceedings in this action, other than
5 proceedings necessary to carry out or enforce the terms and conditions of the Settlement
6 Agreement and this Order, are stayed.

7 18. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
8 connection with the administration of the Settlement which are not materially inconsistent with
9 either this Order or the terms of the Settlement Agreement.

10 19. To facilitate administration of the Settlement pending final approval, the Court
11 hereby enjoins all Persons falling within the definition of the Settlement Class from filing or
12 prosecuting any claims, suits or administrative proceedings regarding claims released by the
13 Settlement unless and until such Persons falling within the definition of the Settlement Class have
14 filed valid requests to opt out with the Settlement Administrator and the time for filing claims with
15 the Settlement Administrator has elapsed.

16 20. The Court orders the following implementation schedule for further proceedings:

Event	Timing
The last day for Cricut to provide class member data to the Settlement Administrator for preparation of the Notice Plan.	30 calendar days after the date of entry of this Order.
Notice Date: the deadline for the Settlement Administrator to complete email notice of the Summary Notice to Persons falling within the definition of the Settlement Class.	45 calendar days after the date of entry of this Order.
The last day for the Settlement Administrator to mail a postcard with the Summary Notice to the 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.	48 calendar days after the date of entry of this Order.

The last day for Class Counsel to file an application for award of attorneys' fees and reimbursement of litigation expenses.	75 calendar days after the date of entry of this Order.
The last day for Class Counsel to file an application for Plaintiff's stipend.	75 calendar days after the date of entry of this Order.
The last day for parties to file motions and supporting documents for final approval of the Settlement (other than responses to objections, replies in support of the motion for Final Order and Judgment and Class Counsel's applications for attorneys' fees and expenses or Plaintiff's stipend.	75 calendar days after the date of entry of this Order.
Claims Deadline: The last day for Persons falling within the definition of the Settlement Class to: (i) submit valid Claim Forms, (ii) object to the Settlement and/or Class Counsel's applications for fees and expenses or Plaintiff's stipend, and (iii) opt out of the Settlement.	90 calendar days after the date of entry of this Order.
Last day for the Parties to respond to objections.	14 calendar days prior to the Final Fairness Hearing.
Last day for the Settlement Administrator to provide a declaration confirming its implementation of the Notice Plan.	14 calendar days prior to the Final Fairness Hearing.
Hearing on final approval of Settlement.	April 11, 2025, at 8:30 A.M.

21. The Final Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to Persons falling within the definition of the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: 10-18-24


BLAINE BOWMAN
 Judge of the Superior Court
 Judge Blaine K. Bowman

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:

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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://row.sdcourt.ca.gov/row/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 April 11, 2025 at 8:30 A.M. 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**

YOU MAY:		DUE DATE
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 April 11, 2025, at 8:30 A.M. 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?

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 8:30 A.M. on April 11, 2025. 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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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Bursor & Fisher, P.A., 1990 North California Blvd, 9th Floor, Walnut Creek, California 94596. On October 15, 2024, I served the document(s):

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT, CONDITIONALLY CERTIFYING SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVE, APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN

☒ by e-mail transmission on that date. These documents were transmitted via e-mail to the following e-mail addresses as set forth below.

NAVI SINGH DHILLON
navidhillon@paulhastings.com
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Facsimile: (415) 856-7180

*Attorneys for Defendant
Cricut, Inc.*

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on October 15, 2024, at Walnut Creek, California.



Judy Fontanilla