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

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

15 Plaintiff,

16 v.

17 CRICUT, INC.,

18 Defendant.

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

**DECLARATION OF HEATHER  
VILLEGAS IN SUPPORT OF  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS, EXPENSES,  
AND INCENTIVE AWARD**

Judge: Hon. Blaine Bowman

1 I, Heather Villegas, hereby declare as follows:

2 1. I am an adult over the age of 18 and a citizen of the State of California. I am a Class  
3 Representative in the lawsuit entitled *Villegas v. Cricut, Inc.*, Case No. 37-2023-00009047-CU-  
4 FR-CTL, currently pending in the Superior Court of California for the County of San Diego. I  
5 make this Declaration in support of (i) the Motion for Final Approval of Class Action Settlement,  
6 and (ii) the Motion for Attorneys' Fees, Reimbursement of Costs and Expenses, and An Incentive  
7 Award to the Class Representative. The statements made in this Declaration are based on my  
8 personal knowledge and, if called as a witness, I could and would testify thereto.

9 2. In or around August 2021, I signed up for a free trial of Defendant's monthly  
10 Standard Cricut Access subscription from Defendant's website while in California. Shortly  
11 thereafter, Defendant posted a monthly charge of \$9.99 to my Payment Method, which I paid.

12 3. I assisted with the litigation of this case by detailing my Cricut Subscription account  
13 history and the associated renewal charges that I had paid. Specifically, I described to my lawyers  
14 my relationship as a subscriber with Defendant, the nature of the renewal charges, my sign-up  
15 process and associated disclosures, and a history of the charges I paid. I also provided my lawyers  
16 with documentation as to these items.

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

19 5. During the course of this litigation, I kept in regular contact with my lawyers.  
20 Specifically, I conferred with them regularly by phone and e-mail to discuss the status of the case.  
21 We also discussed case strategy, anticipated motions, forthcoming discovery issues, mediation, and  
22 the prospects of settlement. Furthermore, when appropriate, I informed my lawyers of additional  
23 facts for their research and consideration.

24 6. I also coordinated with my lawyers to search for documents that Defendant was  
25 likely to request in written discovery, including but not limited to copies of the acknowledgment  
26 email I received from Defendant upon enrolling in my Cricut Subscription and billing records  
27 reflecting the dates on which I was charged renewal fees in connection with my Cricut  
28

1 Subscription and the amounts of such charges. I was also prepared to testify at deposition and  
2 trial, if necessary.

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

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

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

14 10. I have not kept detailed daily or other time records which would show the precise  
15 amount of time which I have devoted to this action, but I have reviewed my records of my  
16 communications with Plaintiff's counsel and the court papers I reviewed. I estimate that my total  
17 time devoted to this litigation, including all of my phone calls, emails, and other consultations with  
18 Plaintiff's counsel, reviewing the pleadings and other court papers in the case, together with the  
19 time I spent consulting on and reviewing the terms of the proposed settlement and the written  
20 settlement papers, involved many dozens of hours of my time from the start of this litigation to the  
21 present.

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

23 Executed this 30th day of December, 2024, at San Diego, CA.

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25  
26 Heather Villegas  
Heather Villegas (Dec 30, 2024 13:16 PST)

27 Heather Villegas  
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