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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 AN AWARD OF ATTORNEYS'
FEES, COSTS, EXPENSES, AND
SERVICE AWARD**

Judge: Hon. Blaine Bowman
Date: April 11, 2025
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 Heather
3 Villegas (“Plaintiff” or the “Class Representative”) and Class Counsel in this action. I am an
4 attorney at law licensed to practice in the State of California, and I am a member of the bar of this
5 Court. I have personal knowledge of the facts set forth in this declaration and, if called as a
6 witness, I could and would testify competently thereto.

7 2. I make this declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Costs,
8 Expenses, And Service Award, filed contemporaneously herewith.

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

11 4. Beginning in or around January 2022 my firm commenced a pre-suit investigation
12 into potential violations of California’s Automatic Renewal Law (“ARL”), Cal. Bus. & Prof. Code
13 §§ 17600, *et seq.*, including Defendant Cricut, Inc. (“Cricut” or “Defendant”). The theory of
14 liability was relatively novel. Although a handful of other cases had been filed asserting ARL
15 claims under California law, only one federal ARL case of which I am aware had progressed
16 through summary judgment. *See Ingalls v. Spotify USA, Inc.*, 2017 WL 3021037 (N.D. Cal. Jul.
17 17, 2017).¹ Thus, our pre-suit investigation was extensive and involved in-depth research into a
18 number of industry practices regarding automatic renewal offers, as well as Defendant’s billing
19 practices, textual analyses of the ARL, the legislative history of the statute, and the assertion of
20 predicate claims for ARL violations under California’s consumer protection statutes—particularly
21 under the “unlawful prong” of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof.
22 Code §§ 17200, *et seq.*

23 5. Similarly, by the time of our pre-suit investigation, only one federal case of which I
24 was aware had ever ruled on a contested motion for class certification in an ARL case. *See*
25 *Robinson v. OnStar, LLC*, 2020 WL 364221 (S.D. Cal. Jan. 22, 2020). In *Robinson*, the U.S.

26 ¹ Note that the *Ingalls* decision, issued July 17, 2017, precedes the 2018 enactment of California’s
27 Senate Bill 313, which amended Section 17602 of the ARL, adding new requirements meant to
28 increase consumer protections for, among other things, orders that contain free trial and
promotional pricing, and subscription agreements entered into online.

1 District Court for the Southern District of California issued an opinion denying a motion to certify
2 class claims predicated on ARL violations in *Robinson v. OnStar, LLC*, 2020 WL 364221 (S.D.
3 Cal. Jan. 22, 2020). In doing so, the court rejected the plaintiff's proposed a full refund damages
4 model based, in part, on its finding that the gift provision under Section 17603 of the ARL was
5 inapplicable "because that provision applies to 'goods' and not 'services.'" *See id.*, 2020 WL
6 364221, at *22-24. Thus, my firm knew that we faced a potential risk in establishing that damages
7 are capable of measurement on a class-wide basis under a full refund theory, which would depend
8 largely on the applicability of the "gift" provision under Section 17603 of the ARL. Therefore, my
9 firm's pre-suit investigation also included extensive legal research regarding the application of
10 Section 17603 to Plaintiff's claims, and a detailed review of the briefing before the Southern
11 District of California.

12 6. Likewise, by that time, very few courts had issued an opinion interpreting the
13 statutory text of the ARL generally. the U.S. District Court for the Central District of California
14 issued an opinion granting a motion to dismiss ARL claims in *Hall v. Time, Inc.*, which the U.S.
15 Court of Appeals for the Ninth Circuit affirmed on appeal. *See generally, Hall v. Time, Inc.*, 2020
16 WL 2303088 (C.D. Cal. Mar. 13, 2020), *aff'd*, No. 20-55354, 2021 WL 2071991 (9th Cir. May 24,
17 2021). In doing so, the Ninth Circuit considered and rejected the plaintiff's interpretation of the
18 ARL requirements of "visual proximity" and "affirmative consent." Even so, at that time neither
19 *Hall* nor any other court of which I was aware had definitively identified the distinction between
20 obtaining a consumer's "ordinary consent" (which is required for the formation of all agreements)
21 versus "affirmative consent" (which is a heightened form of consent required under Section
22 17602(a)(2) of the ARL) or conclusively defined the term "visual proximity" as used in Section
23 17602(a)(1). Therefore, my firm's pre-suit investigation also included extensive analysis of the
24 ARL's requirements of "visual proximity" and "affirmative consent" under Section 17602(a) of
25 the ARL, neither of which are defined by statute.

26 7. Moreover, my firm was aware that defendants, like Cricut, would probably
27 challenge liability by arguing that they achieved a level of compliance sufficient to qualify for a
28 purported good faith "safe harbor" under Section 17604(b) of the ARL. Thus, my firm also

1 performed extensive legal research and analysis regarding the application of the safe harbor
2 provision under the ARL and other similar statutes in California and across the country.
3 Additionally, my firm anticipated that defendants, like Cricut, would likely raise a challenge to
4 Plaintiff's ability to show causation and reliance on the asserted misrepresentations and omissions
5 as required under California's consumer protection statutes. Therefore, my firm performed
6 extensive legal research regarding the requirements of statutory standing under California law.

7 8. Despite knowing we were wading into substantially uncharted waters, on March 3,
8 2023, Plaintiff filed her class action lawsuit in the Superior Court for the County of San Diego,
9 alleging that when consumers sign up for "Cricut Access" subscription plans for products and
10 services under the Cricut brand name (the "Cricut Subscriptions"), through the Cricut Website or
11 App, Defendant enrolls consumers in an automatically renewing subscription that results in
12 recurring monthly or annual charges to the consumer's payment method. Plaintiff further alleges
13 that Defendant engages in this autorenewal scheme without first providing California consumers
14 the requisite disclosures and authorizations required under the ARL. Furthermore, Plaintiff alleges
15 that every violation of the ARL constitutes an "unlawful" practice under the UCL, FAL, and
16 CLRA. Plaintiff also brought claims against Defendant for conversion, unjust enrichment /
17 restitution, negligent misrepresentation, and fraud. *See Class Action Complaint ("Compl.")*.

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

22 10. From the outset of the case, the Parties engaged in direct communications regarding
23 early resolution, which ultimately led to a mediation before Judge Richard Kramer (Ret.), an
24 experienced neutral affiliated with JAMS, on October 25, 2023. Before his retirement, Judge
25 Kramer served as a judge in San Francisco Superior Court for nearly two decades, including
26 presiding over cases in the Complex department for his last 13 years on the bench. Judge
27 Kramer's tenure as a judge followed 24 years of law practice as a commercial litigator. Judge
28

1 Kramer has overseen hundreds of class action lawsuits in California courts during his career, and is
2 one of the most experienced mediators for class action settlements in the field today.

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

12 12. In preparing to make a settlement demand at mediation, my firm devoted substantial
13 time to researching the viability of different class-wide settlement structures under the relevant
14 California case law.

15 13. In advance of the mediation, my firm also prepared a detailed mediation statement
16 outlining the strength of the Plaintiff's case, in addition to a draft class settlement term sheet, in
17 order to help the Parties and the mediator evaluate any potential settlement. Defendant also
18 submitted a detailed mediation statement, and my firm reviewed Defendant's mediation statement
19 closely to evaluate the veracity of Defendant's arguments.

20 14. The mediation took place on October 25, 2023, was held at the JAMS offices of San
21 Francisco, and counsel for Plaintiff and Defendant attended in-person. The mediation lasted a full
22 day, and it involved intense and negotiations by skilled counsel, with numerous offers and counter-
23 offers being made with Judge Kramer serving as an intermediary. The Parties engaged in good
24 faith negotiations, which at all times were at arms' length, and which culminated in an agreement
25 to settle the case. At the end of their mediation, the parties executed a binding settlement term
26 sheet and continued to negotiate the terms of the Settlement Agreement, resulting in additional
27 months of follow-up settlement discussions.
28

1 15. As a result of the mediation on October 25, 2023, the Parties agreed to the terms of
2 a classwide settlement. Following the mediation session, the Parties continued to engage in
3 settlement negotiations and worked extensively with defense counsel to finalize and memorialize
4 the agreement into a formal Class Action Settlement Agreement, including proposed class notice
5 documents. That process included multiple rounds of redlines and phone calls to discuss proposed
6 edits. The Parties ultimately reached an agreement as to all material terms of the class action
7 settlement, which was fully executed as of May 10, 2024.

8 16. The proposed Settlement consists of an all-cash, non-reversionary “common fund”
9 in the amount of \$625,000 (the “Class Settlement Fund”), which will be used to pay all approved
10 cash claims by class members and a Court-approved incentive award to Plaintiff. In addition,
11 Defendant has agreed to pay attorneys’ fees and expenses up to \$220,000, subject to Court
12 approval, and reimbursement of costs to the Settlement Administrator up to \$50,000. Altogether,
13 these amounts represent a total cash settlement value of \$895,000. Settlement Class Members
14 wishing to receive cash must submit a valid Claim Form to the Settlement Administrator by the
15 Claims Deadline. Settlement Class Members who submit a timely and valid claim will receive a
16 *pro rata* portion of the \$625,000 Class Settlement Fund, after deducting any stipend to the named
17 Plaintiff approved by the Court, which shall not exceed \$5,000. In other words, Settlement Class
18 Members shall be paid according to the following formula: “(\$625,000 – stipend approved by the
19 Court to be paid to Plaintiff) / Total number of valid, timely Claim Forms submitted.” The Class
20 Settlement Fund is non-reversionary, and as such the full \$625,000 will be paid to the Plaintiff and
21 Settlement Class Members.

22 17. To be sure, the payment of notice and administration costs to the settlement
23 administrator and of attorneys’ fees and litigation expenses to proposed Class Counsel are
24 considered part of the package of benefits to the class. Here, the Settlement Agreement calls for
25 direct notice and claims administration to be paid by Defendant, in an amount up to \$50,000.
26 Furthermore, subject to the Court’s approval, Defendant has agreed to pay Plaintiff’s counsel fees
27 and costs up to \$220,000, separately from any funds made available to Class Members. These
28

1 amounts are to be paid *in addition* to the \$625,000 in monetary relief to be distributed to the
2 Settlement Class and will not derogate from class member recovery.

3 18. Furthermore, in connection with the settlement, Defendant has also agreed to,
4 within 60 days of the Effective Date, send written notice to all California consumers of Cricut
5 Subscriptions via e-mail, if available, with a link to updated terms and services, which shall
6 include all information required by California's Automatic Renewal Law, Cal. Bus. & Prof. Code
7 § 17600, *et seq.* Cricut has further agreed to provide Class Counsel with written certification that
8 such notice was sent.

9 19. After finalizing and executing the Class Action Settlement Agreement, my firm
10 prepared Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement,
11 which was filed on August 22, 2024.

12 20. On October 18, 2024, the Court granted Plaintiff's Unopposed Motion for
13 Preliminary Approval of Class Action Settlement.

14 21. The Parties agreed to the terms of the Settlement through experienced counsel who
15 possessed all the information necessary to evaluate the case, determined all the contours of the
16 proposed class, and reached a fair and reasonable compromise after negotiating the terms of the
17 Settlement at arms' length and with the assistance of a neutral mediator.

18 22. Plaintiff and proposed Class Counsel recognize that, despite our belief in the
19 strength of Plaintiff's claims and our confidence in Plaintiff's and the Class's ability to secure a
20 favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be
21 substantial and the outcome of trial uncertain. Thus, the Settlement secures a more proximate and
22 more certain monetary benefit to the Class than continued litigation.

23 23. Plaintiff and proposed Class Counsel are also mindful that absent a settlement, the
24 success of Defendant's various defenses in this case could deprive the Plaintiff and the Settlement
25 Class Members of any potential relief whatsoever. This is especially true in light of the sparse
26 case law concerning application of the ARL. Indeed, to date, we are only aware of one federal
27 court has issued an opinion on a contested class certification motion based on ARL violations, *see*
28 *Robinson v. OnStar, LLC*, 2020 WL 364221 (S.D. Cal. Jan. 22, 2020), and only one federal ARL

1 case has progressed through summary judgment, *see Ingalls v. Spotify USA, Inc.*, 2017 WL
2 3021037 (N.D. Cal. Jul. 17, 2017). Defendant is also represented by highly experienced attorneys
3 who have made clear that, absent a settlement, they were prepared to continue their vigorous
4 defense of this case, including by filing a motion for summary judgment that would present
5 significant risks to the Class. Plaintiff and Class Counsel are also aware that Defendant would
6 likely to challenge liability under the ARL, as well as to assert a number of defenses on the merits,
7 including that Plaintiff's allegations are insufficient under Fed. R. Civ. P. 8 and 12(b)(6) and that
8 Cricut achieved a level of compliance sufficient to qualify for the good faith safe harbor under
9 Section 17604(b) of the ARL. Plaintiff is also aware Defendant would likely challenge Plaintiff's
10 standing under Article III of the Constitution as well as pursuant to California's consumer
11 protection statutes, including Plaintiff's ability to show economic injury or causation and her
12 ability to sue on behalf of unnamed class members. Indeed, ARL litigation is in the nascent stages,
13 and thus, the scope of the statute is in dispute. Defendant would have also vigorously contested
14 the certification of a litigation class. Even if Plaintiff's claims were to proceed past class
15 certification and summary judgment, this case would ultimately devolve into an uncertain "battle
16 of the experts." Defendant would surely present expert testimony and/or reports showing that the
17 omissions at issue pertain to nonmaterial terms, and Plaintiff's expert evidence would indicate that
18 the missing disclosures are indeed material to prospective subscribers, giving rise to Defendant's
19 duty to disclose such information. Thus, although Plaintiff had confidence in her claims, there
20 could be no guarantee that the Class would be certified or prevail at trial. Looking beyond trial,
21 Plaintiff is aware that Defendant could appeal the merits of any adverse decision. Simply put, a
22 favorable outcome was not assured.

23 24. By settling, Plaintiff and the Class avoid these risks, as well as the delays and risks
24 of a lengthy trial and appellate process. The Settlement will provide Settlement Class Members
25 with monetary benefits that are immediate, certain, and substantial, and will avoid the obstacles
26 that might have prevented them from obtaining relief.

1 25. Plaintiff and Class Counsel therefore believe that the relief provided by the
2 Settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, and
3 adequate, and well within the range of approval.

4 26. In connection with the settlement agreement reached in this case, Class Counsel
5 selected Analytics Consulting LLC (“Analytics”) to act as the Settlement Administrator. Analytics
6 is a prominent and well-respected claims administrator who has the expertise to provide the best
7 practicable notice in the circumstances and to ensure a smooth claims process. Based on quotes
8 given by Analytics, Plaintiff anticipates that the final cost of implementation of the notice program
9 and settlement administration will be approximately \$49,363. Although Plaintiff only solicited a
10 bid from one settlement administrator (Analytics), Class Counsel had a basis for comparison of the
11 reasonableness of Analytics’s bid in light of its recent experience soliciting multiple bids for the
12 administration of other similarly-sized class-wide settlements under the ARL. For instance,
13 proposed Class Counsel for this case recently solicited multiple bids for the administration of other
14 class-wide settlements reached in *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC
15 (S.D.N.Y.), *Moses v. The New York Times Company*, Case No. 1:20-cv-04658-RA (S.D.N.Y.), and
16 *Jordan v. WP Company LLC d/b/a The Washington Post*, Case No. 3:20-cv-05218-WHO (N.D.
17 Cal.), which are all putative class actions alleging ARL violations. Based on such experience,
18 Class Counsel is certain that Analytics’s bid is competitive. Accordingly, Class Counsel decided
19 to engage Analytics due to the relatively low dollar value of the bid and the wide anticipated reach
20 of its notice program.

21 27. Since the Court granted preliminary approval, my firm has worked with Analytics
22 to carry out the Court-ordered notice plan. For instance, my firm helped review the final claim and
23 notice forms and reviewed and tested the settlement website before it launched live, among other
24 things.

25 28. In conformity with the Court’s October 18, 2024 Order Granting Preliminary
26 Approval of Class Action Settlement, Analytics began preparing to disseminate notice and
27 administer the settlement without delay. For instance, Analytics developed and hosted a dedicated
28 settlement website with downloadable forms and online claim submission, and a 24-hour toll-free

1 Interactive Voice Response (“IVR”) telephone line. Consistent with the Preliminary Approval
2 Order, Analytics obtained the class list containing approximately 284,000 email records from
3 Defendant by November 11, 2024, for purposes of preparing and sending direct notice via email,
4 and launched the settlement website on or around November 25, 2024.

5 29. Since Analytics began disseminating class notice, my firm has worked with
6 Analytics on a weekly basis to monitor settlement claims and resolve any issues that may arise.
7 My firm has also fielded calls from Settlement Class Members and assisted them with filing
8 claims.

9 30. Attached hereto as **Exhibit 2** are my firm’s detailed billing diaries for this matter, as
10 well as a summary of the same. I have personally reviewed all of my firm’s time entries associated
11 with this case, and have used billing judgment to ensure that duplicative and unnecessary time has
12 been excluded and that only time reasonably devoted to the litigation has been included. My
13 firm’s time entries were regularly and contemporaneously recorded by me and the other
14 timekeepers pursuant to firm policy and have been maintained in the computerized records of my
15 firm.

16 31. My firm undertook this matter on a contingency basis. Through January 2, 2025,
17 Bursor & Fisher, P.A. expended 328.6 hours in this case. *See* Ex. 2.

18 32. In addition to the time enumerated above, I estimate that my firm will incur an
19 additional 50-75 hours of future work in connection with the preparation of Plaintiff’s Motion for
20 Final Approval, the fairness hearing, coordinating with Analytics, monitoring settlement
21 administration, and responding to Settlement Class Member inquiries.

22 33. Due to the commitment of time and capital investment required to litigate this
23 action, my firm had to forego other work, including hourly non-contingent matters, and other class
24 action matters.

25 34. Through January 2, 2025, my firm has also expended \$16,251.22 in out-of-pocket
26 costs and expenses in connection with the prosecution of this case. Attached as **Exhibit 3** is an
27 itemized list of those costs and expenses. These costs and expenses are reflected in the records of
28

1 my firm and were necessary to prosecute this litigation. Cost and expense items are billed
2 separately, and such charges are not duplicated in my firm's billing rates.

3 35. Included within Exhibit 2 is a chart setting forth the current hourly rates charged for
4 lawyers and staff at my firm. Based on my knowledge and experience, the hourly rates charged by
5 my firm are within the range of market rates charged by attorneys of equivalent experience, skill,
6 and expertise. These are the same hourly rates that we actually charge to our regular hourly clients
7 who have retained us for non-contingent matters, and which are actually paid by those clients. As
8 a matter of firm policy, we do not discount our regular hourly rates for non-contingent hourly
9 work. I have personal knowledge of the range of hourly rates typically charged by counsel in our
10 field in California, New York, Florida, and elsewhere, both on a current basis and in the past. In
11 determining my firm's hourly rates from year to year, my partners and I have consciously taken
12 market rates into account and have aligned our rates with the market.

13 36. Through my practice, I have become familiar with the non-contingent market rates
14 charged by attorneys in California, Florida, New York, and elsewhere (my firm's offices are in
15 New York City, Walnut Creek, California, and Miami, Florida). This familiarity has been
16 obtained in several ways: (1) by litigating attorneys' fee applications; (2) by discussing fees with
17 other attorneys; (3) by obtaining declarations regarding prevailing market rates filed by other
18 attorneys seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases,
19 as well as surveys and articles on attorney's fees in the legal newspapers and treatises. The
20 information I have gathered shows that my firm's rates are in line with the non-contingent market
21 rates charged by attorneys of reasonably comparable experience, skill, and reputation for
22 reasonably comparable class action work. In fact, comparable hourly rates have been found
23 reasonable by various courts for reasonably comparable services, including:

- 24 i. *Pearlman v. Cablevision Systems Corp.*, 2019 WL 3974358 (E.D.N.Y. Aug. 20,
25 2019), approving partner rates up to \$875.
- 26 ii. *Dover v. British Airways, PLC*, No. 12-cv-05567-RJD-CLP, Dkt. 321 (E.D.N.Y.
27 Oct. 9, 2018), approving partner rates up to \$875.
- 28 iii. *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419-GBD (S.D.N.Y. Dec. 7, 2017),

1 approving partner rates of \$875 to \$975 and associate rates of \$325 to \$600, as
2 set forth in Dkt. 837.

- 3 iv. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at *17 (S.D.N.Y.
4 April 26, 2016), approving partner rates of \$834 to \$1,125 and associate rates of
5 \$411 to \$714.
- 6 v. *In re Platinum & Palladium Commod. Litig.*, No. 10-cv-3617, 2015 U.S. Dist.
7 LEXIS 98691, at *13 (S.D.N.Y. July 7, 2015) (Slip Op.), approving billing rates
8 of \$950 and \$905 per hour and referring to a recent National Law Journal survey
9 yielding an average hourly partner billing rate of \$982 in New York.
- 10 vi. *In re Bear Stearns Cos., Inc. Sec., Deriv., & ERISA Litig.*, No. 1:08-md-01963-
11 RWS, 909 F. Supp. 2d 259, 271-72 (S.D.N.Y. 2012), approving fee award based
12 on hourly rates ranging from \$275 to \$650 for associates and \$725 to \$975 for
13 partners, as set forth in Dkt. 302-5.
- 14 vii. *In re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M 07 1827 SI, MDL, No.
15 1827 (N.D. Cal. 2013), an antitrust class action, in which the court found blended
16 hourly rates of \$1000, \$950, \$861, \$825, \$820, and \$750 per hour reasonable for
17 the lead class counsel.
- 18 viii. *Williams v. H&R Block Enterprises, Inc.*, No. RG08366506 (Alameda County
19 Superior Ct. Nov. 8, 2012), Order of Final Approval and Judgment, a wage and
20 hour class action, in which the court found the hourly rates of \$785, \$775, and
21 \$750 reasonable for the more senior class counsel.
- 22 ix. *Luquetta v. The Regents of the Univ. of California*, No. CGC-05-443007 (San
23 Francisco Superior Ct. Oct. 31, 2012), Order Granting Plaintiffs' Motion for
24 Common Fund Attorneys' Fees and Expenses, a class action to recover tuition
25 overcharges in which the court found the hourly rates of \$850, \$785, \$750, and
26 \$700 reasonable for Plaintiffs' more experienced counsel.
- 27 x. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights
28 class action brought by pre-trial detainees, in which the court approved a
lodestar-based, *inter alia*, on 2011 rates of \$850 and \$825 per hour.
- xi. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011) (Order
dated November 9, 2011), a class action alleging that Best Buy discriminated
against female, African American and Latino employees by denying them
promotions and lucrative sales positions, in which the court approved lodestar-
based rates of up to \$825 per hour.
- xii. *Californians for Disability Rights, Inc., et al. v. California Department of
Transportation, et al.*, 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010), adopted
by Order Accepting Report and Recommendation filed February 2, 2011, a class
action in which the court found reasonable 2010 hourly rates of up to \$835 per
hour.

- 1
2 xiii. *Credit/Debit Card Tying Cases*, JCCP No. 4335 (San Francisco County Superior
3 Court Aug. 23, 2010), Order Granting Plaintiffs' Motion for Attorneys' Fees,
4 Expenses, and Incentive Awards, an antitrust class action, in which the court,
5 before applying a 2.0 lodestar multiplier, found reasonable 2010 hourly rates of
6 \$975 for a 43-year attorney, \$950 for a 46-year attorney, \$850 for 32 and 38 year
7 attorneys, \$825 for a 35-year attorney, \$740 for a 26-year attorney, \$610 for a 13-
8 year attorney, and \$600 for a 9-year attorney, and \$485 for a 5-year attorney.
9
xiv. *Savaglio, et al. v. WalMart*, No. C-835687-7 (Alameda County Superior Court
10 Sep. 10, 2010), Order Granting Class Counsel's Motion for Attorneys' Fees, a
11 wage and hour class action, in which the court found reasonable, before applying
12 a 2.36 multiplier, rates of up to \$875 per hour for a 51-year attorney, \$750 for a
13 39-year attorney, and \$775 for a 33-year attorney.
14
xv. *Qualcomm, Inc. v. Broadcom, Inc.*, Case No. 05-CV-1958-B, 2008 WL 2705161
15 (S.D. Cal. 2008), in which the court found the 2007 hourly rates requested by
16 Wilmer Cutler, Pickering, Hale & Dorr LLP reasonable; those rates ranged
17 from \$45 to \$300 for staff and paralegals, from \$275 to \$505 for associates and
18 counsel, and from \$435 to \$850 for partners.

13 37. My firm's rates are set taking into account our unique experience and track record
14 of success winning 6 of 6 class action trials. We charge these same rates to clients who retain us
15 on an hourly basis, and we do not discount them. My firm's rates have been deemed reasonable by
16 Courts across the country, including in California, New York, Michigan, Illinois, Missouri, and
17 New Jersey for example:

- 18
19 i. *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at *20 (N.D. Cal. Apr. 17,
20 2020) (concluding that "blended rate of \$634.48 is within the reasonable range of
21 rates").
22
23 ii. *In re Haier Freezer Consumer Litig.*, No. C11-02911 EJD (N.D. Cal. Oct. 25,
24 2013) (Final Judgment And Order Granting Plaintiffs' Motion For Final
25 Approval Of Class Action Settlement And For Award Of Attorneys' Fees, Costs
26 And Incentive Awards).
27
28 iii. *Kokoszki v. Playboy Enterprises, Inc.*, No. 2:19-cv-10302 (E.D. Mich. Aug. 19,
2020) (Final Judgment And Order Of Dismissal With Prejudice).
iv. *Moeller v. American Media, Inc.*, No. 2:16-cv-11367 (E.D. Mich. Sept. 28, 2017)
(Order And Judgment Of Dismissal With Prejudice).
v. *In re Michaels Stores Pin Pad Litigation*, No. 1:11-cv-03350 (N.D. Ill. Apr. 17,
2013) (Order Approving Settlement).

- 1
2 vi. *In re Blue Buffalo Company, Ltd. Marketing and Sales Practices Litigation*, No. 4:14-md-02562 (E.D. Mo. June 16, 2016) (Order Awarding Fees And Costs).
- 3
4 vii. *Rossi v. The Procter & Gamble Co.*, No. 11-7238 (D.N.J. Oct. 3, 2013) (Final Approval Order And Judgment).
- 5
6 viii. *Taylor v. Trusted Media Brands, Inc.*, No. 7:16-cv-01812, Dkt. 89 (S.D.N.Y. Feb. 1, 2018) (Final Judgment And Order Of Dismissal With Prejudice).
- 7
8 ix. *Russett v. Northwestern Mutual Life Insurance Co.*, No. 7:19-cv-07414 (S.D.N.Y. Oct. 6, 2020) (Final Judgment And Order Of Dismissal With Prejudice).
- 9
10 x. *Edwards v. Hearst Communications, Inc.*, No. 1:15-cv-09279 (S.D.N.Y. Apr. 24, 2019) (Final Judgment And Order Of Dismissal With Prejudice).
- 11
12 xi. *Rodriguez v. CitiMortgage, Inc.*, No. 7:11-cv-4718 (S.D.N.Y. Oct. 6, 2015), (concluding during the fairness hearing that Bursor & Fisher’s rates for two of its partners, Joseph Marchese and Scott Bursor, were “reasonable”).

13 38. No court has ever cut my firm’s fee application by a single dollar on the ground that
14 our hourly rates were not reasonable.

15 39. My firm, Bursor & Fisher, P.A., has significant experience in litigating class actions
16 of similar size, scope, and complexity to the instant action. *See* Firm Resume of Bursor & Fisher,
17 P.A., a true and accurate copy of which is attached hereto as **Exhibit 4**. For instance, Bursor &
18 Fisher was appointed Class Counsel in *Russett, et al. v. The Northwestern Mutual Life Insurance*
19 *Company*, No. 7:19-cv-07414 (S.D.N.Y.), where we secured a \$595,000 class-wide settlement,
20 which was finally approved by Judge Kenneth Karas on October 6, 2020. *See id.*, Dkt. 51 (“Final
21 Approval Order”); *see also* Preliminary Approval Hearing Transcript in *Russett*, No. 7:19-cv-
22 07414-KMK (“NWM Hearing Tr.”).

23 40. My firm also has served or is currently serving as plaintiff’s counsel in a number of
24 substantially similar putative class actions pursuant to the ARL. *See, e.g., Jordan v. WP Company*
25 *LLC d/b/a The Washington Post*, Case No. 3:20-cv-05218-WHO (N.D. Cal.); *Moses v. The New*
26 *York Times Company*, Case No. 1:20-cv-04658-RA (S.D.N.Y.); *Winston v. Peacock TV LLC*, Case
27 No. 1:23-cv-08191-ALC (S.D.N.Y.); *Morrell v. WW International, Inc.*, No. 1:20-cv-09912-JGK
28

(S.D.N.Y.), filed November 11, 2020; *Smith v. LinkedIn Corp.*, No. 22CV404069 (Cal. Super. Ct.), filed October 6, 2022; *Dutcher v. Google LLC*, No. 20CV366905, filed June 5, 2020.

41. My firm has also been recognized by courts across the country, including in this Circuit, for its expertise litigating Rule 23 class action claims to trial. *See* Ex. 4, Firm Resume; *see also* NWM Hearing Tr. at 21:1-4 (“[Bursor & Fisher, P.A.] has extensive experience in litigating precisely these types of actions, and that’s why they’ve been appointed in numerous cases to be lead counsel.”); *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566 (S.D.N.Y. Feb. 25, 2014) (“Bursor & Fisher, P.A., are class action lawyers who have experience litigating consumer claims. ... The firm has been appointed class counsel in dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or recoveries in five class action jury trials since 2008.”); *In re Welspun Litigation*, No. 1L16-cv-06792-RJS (S.D.N.Y. January 26, 2017) (appointing Bursor & Fisher interim lead counsel to represent a proposed nationwide class of purchasers of mislabeled Egyptian cotton bedding products); *Williams v. Facebook, Inc.*, No. 3:18-cv-01881, Dkt. 51 (N.D. Cal June 26, 2018) (“[The] Bursor firm ... ha[s] extensive experience in handling class actions and complex litigation, including products liability and consumer protection cases; appear[s] to have knowledge of applicable law; and ha[s] extensive resources.”) (appointing Bursor & Fisher class counsel to represent a putative nationwide class of all persons who installed Facebook Messenger applications and granted Facebook permission to access their contact list).

42. Moreover, as noted above, my firm has served as trial counsel for class action plaintiffs in six jury trials and has won all six, with recoveries ranging from \$21 million to \$299 million. *See infra*.

43. I am of the opinion that Ms. Villegas’s active involvement in this case was critical to its ultimate resolution. She took her role as class representative seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without her willingness to assume the risks and responsibilities of serving as class representative, I do not believe such a strong result could have been achieved.

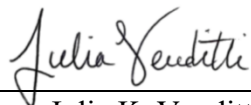
44. Ms. Villegas equipped my firm with critical details regarding her experiences with Defendant. She assisted my firm in investigating her claims, detailing her account history and the

1 automatic renewal charges associated with her Cricut Subscription, supplied supporting
2 documentation, aided in drafting the Complaint, and produced documents in informal discovery
3 conducted in advance of mediation. Further, Ms. Villegas was prepared to testify at deposition and
4 trial, if necessary, and she was actively consulted during the appeal and settlement processes.

5 45. In short, Ms. Villegas assisted my firm in pursuing this action on behalf of the class,
6 and her involvement in this case has been nothing short of essential.

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

8 Executed this 2nd day of January, 2025, at Walnut Creek, CA.

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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]

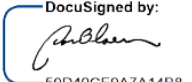
IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

DATED: April 30, 2024

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

DATED: ~~April 20, 2024~~ April 22, 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?

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].

Cricut ARL Lodestar through 1/2/2025

ATTY	HOURS	RATE	TOTAL
LTF	1.0	\$1,100.00	\$1,100.00
NJD	104.6	\$850.00	\$88,910.00
PLF	0.4	\$775.00	\$310.00
FJK	23.9	\$750.00	\$17,925.00
BSS	0.2	\$550.00	\$110.00
JKV	131.3	\$500.00	\$65,650.00
JLG	12.7	\$450.00	\$5,715.00
DLS	13.9	\$350.00	\$4,865.00
MCS	2.5	\$350.00	\$875.00
JMF	26.5	\$350.00	\$9,275.00
AJR	1.8	\$300.00	\$540.00
RKA	9.8	\$300.00	\$2,940.00
<hr/>			
	328.6		\$198,215.00

Expenses: \$16,251.22

Total: \$214,466.22

B&F HOURLY RATES

(As of 1/5/2024)

2024

Timekeeper (Class Year) (Title)	2022 Rate
Scott A. Bursor (1997) (Partner)	\$1100
L. Timothy Fisher (1997) (Partner)	\$1100
Joseph I. Marchese (2002) (Partner)	\$1050
Joel D. Smith (2006) (Partner)	\$1000
Josh D. Arisohn (2007) (Partner)	\$950
Sarah N. Westcot (2009) (Partner)	\$900
Neal J. Deckant (2011) (Partner)	\$850
Yitz Z. Kopel (2012) (Partner)	\$825
Yeremey O. Krivoshey (2013) (Partner)	\$800
Philip L. Fraietta (2014) (Partner)	\$775
Alec M. Leslie (2016) (Partner)	\$725
Jennifer S. Rosenberg (1985) (Senior Staff Attorney)	\$875
Victoria Sheehy (2003) (Senior Staff Attorney)	\$875
Stephen A. Beck (2018) (Associate)	\$600
Stefan Bogdanovich (2018) (Associate)	\$600
Brittany S. Scott (2019) (Associate)	\$550
Max S. Roberts (2019) (Associate)	\$550
Matthew A. Girardi (2020) (Associate)	\$500
Julian C. Diamond (2020) (Associate)	\$500
Julia K. Venditti (2020) (Associate)	\$500
Christopher Reilly (2020) (Associate)	\$500
Christina Ramsey (2021) (Staff Attorney)	\$475
Jenna L. Gavenman (2022) (Associate)	\$450
Emily A. Horne (2022) (Associate)	\$450
Ira Rosenberg (2022) (Associate)	\$450
Luke Sironski-White (2022) (Associate)	\$450
Jonathan L. Wolloch (2022) (Associate)	\$450
Luis R. Fernandez (2022) (Staff Attorney)	\$450
Ines Diaz-Villafana (2023) (Associate)	\$400
Caroline C. Donovan (2023) (Associate)	\$400
Joshua B. Glatt (2023) (Associate)	\$400
Kyle Gordon (2023) (Associate)	\$400
Joshua L. Wilner (2023) (Associate)	\$400
Victoria Zhou (2023) (Associate)	\$400
Eleanor R. Grasso (Law Clerk)	\$400
Emma A. Harman (Law Clerk)	\$400
Debbie L. Schroeder (Senior Litigation Support Specialist)	\$350
Rebecca S. Richter (Senior Litigation Support Specialist)	\$350

J. Georgina McCulloch (Senior Litigation Support Specialist)	\$350
Molly C. Sasseen (Senior Litigation Support Specialist)	\$350
Steven E. Riley (Senior Litigation Support Specialist)	\$350
Alicia M. Winfield (Senior Litigation Support Specialist)	\$350
Judy Fontanilla (Litigation Support Specialist)	\$350
Alex Riggsby (Litigation Support Specialist)	\$300
Hannah Grunden (Litigation Support Specialist)	\$300
Emily Knepler (Litigation Support Specialist)	\$300
Alex J. Riggsby (Litigation Support Specialist)	\$300
Cesar A. Zamudio (Litigation Support Specialist)	\$300
Reet K. Atwal (Litigation Support Specialist)	\$300
Jade A. Greer (Litigation Support Specialist)	\$300
Marcella S. Taylor (Litigation Support Specialist)	\$300
Jessica A. Kelley (Litigation Support Specialist)	\$300
Monica A. Castro (Litigation Support Specialist)	\$300
Ashley Dever (Litigation Support Specialist)	\$300
Michaela N. Ferlow (Litigation Support Specialist)	\$300
Valeria Franceschi (Litigation Support Specialist)	\$300
Gabriela Morales (Litigation Support Specialist)	\$300
Brian Palmer (Litigation Support Specialist)	\$300
Lisa Perez (Litigation Support Specialist)	\$300
Lakitta Pierre (Litigation Support Specialist)	\$300

Date	Matter	M No.	Initials	Description	Time
10/13/2021	Cricut ARL	1200	JKV	Exchanged text messages with former client re PRIVILEGED, PSI re same (1.4).	1.40
10/29/2021	Cricut ARL	1200	JKV	PSI re Cricut subscriptions (.7).	0.70
11/3/2021	Cricut ARL	1200	JKV	Conf. w/ JMF re reaching out to former client Natalia Golson re PRIVILEGED (.3).	0.30
11/4/2021	Cricut ARL	1200	JMF	Contacted lead re Cricut ARL inquiry and discussed with JKV.	0.50
11/9/2021	Cricut ARL	1200	JMF	Followed up with Cricut ARL lead.	0.50
11/17/2021	Cricut ARL	1200	JMF	Forwarded Cricut ARL intake to JKV and discussed same.	0.20
11/17/2021	Cricut ARL	1200	JKV	Reviewed JMF email with docs from potential client attached as pdfs (.1); Call w/ JMF re same (.2).	0.30
11/23/2021	Cricut ARL	1200	JKV	Call with client Natalia Golson re PRIVILEGED (.2).	0.20
11/29/2021	Cricut ARL	1200	JKV	Reviewed client documentation re PRIVILEGED (.2); Call with JMF re investigation of same (.1).	0.30
12/2/2021	Cricut ARL	1200	JMF	Contacted lead and sent info to JKV.	0.40
12/2/2021	Cricut ARL	1200	JKV	Reviewed JMF product research notes & screenshots re enrollment process (.1); Conf. w/ JMF re same (.1).	0.20
12/6/2021	Cricut ARL	1200	JMF	Opened new matter.	0.10
12/6/2021	Cricut ARL	1200	JKV	Conf. w/ NJD re review of client re PRIVILEGED (.2); Prepared retainer agreement & sent to N.Golson for execution via Adobe eSign (.3); Sent text message to client re PRIVILEGED (.1).	0.60
1/4/2022	Cricut ARL	1200	JKV	Prepared CLRA demand letter & circulated to team for review/redlines (.3).	0.30
1/4/2022	Cricut ARL	1200	NJD	Review of CLRA notice letter. Confer with JKV and team re timing of sending, filing, amending, and case strategy going forward.	0.80
1/10/2022	Cricut ARL	1200	JLG	Call w/ JKV to discuss Complaint assignment (.2); Begin researching Cricut issues & customer complaints (.5); Begin drafting complaint (1.5).	2.20
1/10/2022	Cricut ARL	1200	JKV	Compiled client documentation, research notes, & other materials for drafting complaint & had call with J.Gavenman re same (.6).	0.60
1/12/2022	Cricut ARL	1200	JLG	Continue drafting complaint.	2.10
1/14/2022	Cricut ARL	1200	JLG	Continue drafting complaint.	1.40
1/18/2022	Cricut ARL	1200	JKV	Compiled & reviewed client documentation and research notes for drafting complaint, uploaded same to box, & sent message to J.Gavenman re same (.4).	0.40
1/19/2022	Cricut ARL	1200	JLG	Review JKV's posted research materials (.3); Continue researching and drafting complaint (2.4).	2.70
1/19/2022	Cricut ARL	1200	JKV	Conf. w/ JLG re drafting complaint and questions re Cricut financials from annual report (.2).	0.20

Date	Matter	M No.	Initials	Description	Time
1/21/2022	Cricut ARL	1200	JLG	Research and insert consumer complaints into complaint draft (2.2); continue drafting complaint (1.5); clarification call re: checkout process w/ JKV (.1); edit draft and send to JKV for review (.5).	4.30
1/21/2022	Cricut ARL	1200	JMF	Emailed complaint material.	0.20
1/21/2022	Cricut ARL	1200	JKV	Call with JLG re questions re drafting complaint (.2).	0.20
1/25/2022	Cricut ARL	1200	JKV	Began reviewing / redlining JLG draft complaint & doing research for same (1.0).	1.00
1/25/2022	Cricut ARL	1200	JKV	Continued reviewing / redlining JLG draft complaint & doing research for same (.8).	0.80
1/31/2022	Cricut ARL	1200	JKV	Continued reviewing / redlining JLG draft complaint & doing research for same (1.4).	1.40
1/31/2022	Cricut ARL	1200	JKV	Continued reviewing / redlining JLG draft complaint & doing research for same (.5).	0.50
1/31/2022	Cricut ARL	1200	JKV	Continued reviewing / redlining JLG draft complaint & doing research for same (1.8).	1.80
1/31/2022	Cricut ARL	1200	JKV	Continued reviewing / redlining JLG draft complaint & doing research for same (2.5).	2.50
2/1/2022	Cricut ARL	1200	JKV	Continued reviewing / redlining JLG draft complaint & doing research for same (1.0); Call with client re PRIVILEGED (.2); Updated draft re same and finished reviewing / redlining JLG draft complaint, sent email to team re same (1.9).	3.10
2/1/2022	Cricut ARL	1200	NJD	Reviewed complaint.	0.80
2/2/2022	Cricut ARL	1200	NJD	Finished review of draft complaint, circulated edits to team.	2.40
2/3/2022	Cricut ARL	1200	DLS	Researched where to file complaint.	1.00
2/3/2022	Cricut ARL	1200	FJK	Attention to complaint & call w/ J. Venditti (.5).	0.50
2/3/2022	Cricut ARL	1200	JKV	Reviewed & implemented NJD redlines to draft complaint, made further edits, & uploaded near-final clean copy of same to Box (.5); Email exchange with NJD re CLRA demand letter (.1).	0.60
2/3/2022	Cricut ARL	1200	JKV	Forwarded substantially finalized draft complaint to client for review/approval in email re same, sent text message to client re PRIVILEGED (.2); Call w/ D.Schroeder re filing complaint tomorrow in Cal Superior Court for Riverside (.2); Sent near-final complaint to D.Schroeder for preparation of initiating documents (.1).	0.50
2/4/2022	Cricut ARL	1200	DLS	Worked with Judy on complaint and initiating docs; finalized and filed.	2.00
2/4/2022	Cricut ARL	1200	FJK	Finished analyzing complaint & calls w/ J. Venditti re same (.5).	0.50

Date	Matter	M No.	Initials	Description	Time
2/4/2022	Cricut ARL	1200	JMF	Finalized demand letter (.2); prepared initiating documents (.5).	0.70
2/4/2022	Cricut ARL	1200	JKV	Finalized CLRA demand letter, uploaded final version to box, & forwarded same to JMF for mailing via certified mail, return receipt requested (.4); Call with client re PRIVILEGED (.1); Call with FJK re reviewing and redlining complaint before filing (.2).	0.70
2/4/2022	Cricut ARL	1200	JKV	Conf. with FJK re final redlines to complaint, finalized complaint & forwarded final, file-ready version to D.Schroeder for filing in Riverside County (.3).	0.30
2/4/2022	Cricut ARL	1200	JKV	Call with D.Schroeder re wet signature required in state court filings, initiating documents to be filed with complaint (.1); Reviewed JMF draft civil cover sheet & summons, made edit to CCS, did final review of file-ready complaint in pdf, & email exchange with JMF & D.Schroeder circulating updated CCS form & confirming that pdf complaint is file-ready (.4).	0.50
2/7/2022	Cricut ARL	1200	JKV	Reviewed email from Cricut def counsel re setting up call (.1).	0.10
2/7/2022	Cricut ARL	1200	NJD	Arranging call with defense counsel.	0.20
2/9/2022	Cricut ARL	1200	FJK	Call w/ J. Venditti (.3); call w/ defense counsel (.4); call w/ internal team (.6).	1.30
2/9/2022	Cricut ARL	1200	JKV	Conf. w/ NJD re conference call with Def counsel later today (.2); Call with FJK re same (.3).	0.50
2/9/2022	Cricut ARL	1200	JKV	Initial meet and confer call with defense counsel (.3); Debrief call with team re same / next steps (.6).	0.90
2/9/2022	Cricut ARL	1200	NJD	Initial intake call with FJK and defense counsel.	0.40
2/10/2022	Cricut ARL	1200	FJK	Attention to plan for immediate next steps (.4).	0.40
2/10/2022	Cricut ARL	1200	JKV	Conf. w/ FJK re potential damages, reviewed Cricut 2021 annual report and discussion with FJK re annual subscription revenues reported for 2020 and 2021 (.2).	0.20
2/10/2022	Cricut ARL	1200	JKV	Reviewed email from D.Schroeder re: rejected filing & sent message to team re same (.1).	0.10
2/11/2022	Cricut ARL	1200	DLS	Discussed complaint filing with attorneys.	0.40
2/11/2022	Cricut ARL	1200	FJK	Attention to next steps re complaint & conf w/ internal team re same (.5).	0.50
2/11/2022	Cricut ARL	1200	JKV	Call with FJK re rejected filing in Riverside County & proper venue for re-filing, next steps (.2).	0.20
2/11/2022	Cricut ARL	1200	NJD	Attention to jurisdiction / venue and rejected filing issues.	0.40
2/15/2022	Cricut ARL	1200	FJK	Email to N. Dhillon (.1); attention to next steps (.6).	0.70
2/16/2022	Cricut ARL	1200	FJK	Emails w/ defense counsel (.3); worked on draft complaint w/ J. Venditti (.9).	1.20

Date	Matter	M No.	Initials	Description	Time
2/16/2022	Cricut ARL	1200	JKV	Conf. w/ FJK re refiling rejected pleadings, call with def counsel (.2).	0.20
2/17/2022	Cricut ARL	1200	JKV	Reviewed relevant California Rules of Court & San Francisco Local Rules re format and contents of, and produre for, filing pleadings and supporting documentation in Superior Court for SF county (.4).	0.40
2/18/2022	Cricut ARL	1200	DLS	Added Julia Venditti as a user on File and Serve.	0.40
2/18/2022	Cricut ARL	1200	FJK	Attention to finalizing complaint (.8).	0.80
2/18/2022	Cricut ARL	1200	JKV	Finished revising complaint / updating same for different filing venue, sent email to FJK re same, & uploaded near-final updated complaint to Box (.4).	0.40
2/22/2022	Cricut ARL	1200	DLS	Prepared civil cover sheet and summons; finalized and filed.	1.50
2/22/2022	Cricut ARL	1200	JKV	Made edits to updated complaint language in re venue, updated filing date, and added wet sigs; conferred multiple times w/ NJD & D.Schroeder re venue language, calls with D.Schroeder re finalizing/filing complaint, reviewed near-final pdf & email exchange with D.Schroeder re same (.5).	0.50
2/24/2022	Cricut ARL	1200	JKV	Retrieved/downloaded stamped copy of filed complaint, CCS, & issued summons, & uploaded same to box (.2).	0.20
3/3/2022	Cricut ARL	1200	FJK	Call w/ J. Venditti (.2).	0.20
3/3/2022	Cricut ARL	1200	JKV	Call with FJK re service, sending judicial council form to def counsel, next steps (.4); Prepared Notice & Acknowledgment form & sent email to FJK re same (.8).	1.20
3/4/2022	Cricut ARL	1200	FJK	Attention to service documents w/ J. Venditti (.6).	0.60
3/4/2022	Cricut ARL	1200	JKV	Calls with FJK re draft notice and acknowledgment form, finalizing & serving same (.4).	0.40
3/4/2022	Cricut ARL	1200	JKV	Finalized draft notice and acknowledgment form & forwarded same, along with file-stamped copy of complaint & issued summons, to A.Riggsby to send to Def counsel via certified mail, return receipt requested and conf. w/ A.Riggsby re same (.3).	0.30
3/7/2022	Cricut ARL	1200	AJR	Mailed out court documents for JKV.	0.80
3/7/2022	Cricut ARL	1200	JKV	Updated notice & acknowledgment form & circulated updated version in email to A.Riggsby, calls with A.Riggsby re same (.4).	0.40
3/8/2022	Cricut ARL	1200	JKV	Reviewed CCP rules re Pltf's deadline to serve complaint/summons, Def's deadline to answer complaint, & Pltf's deadline to amend pleadings, and calendared same (.3).	0.30
3/17/2022	Cricut ARL	1200	FJK	Email to N. Dhillon (.1).	0.10
3/18/2022	Cricut ARL	1200	FJK	Call w/ N. Dhillon (.3).	0.30

Date	Matter	M No.	Initials	Description	Time
3/28/2022	Cricut ARL	1200	FJK	Attention to acknowledgment & email to D. Schroeder re same (.3).	0.30
3/29/2022	Cricut ARL	1200	DLS	Prepared and filed acknowledgement.	0.80
4/6/2022	Cricut ARL	1200	JKV	Preparing First Amended Complaint & research re EFTA claims to determine whether to add to complaint (.9).	0.90
4/7/2022	Cricut ARL	1200	DLS	Finalized, filed and served FAC.	1.00
4/7/2022	Cricut ARL	1200	FJK	Analyzed FAC (.3).	0.30
4/7/2022	Cricut ARL	1200	JMF	Prepared notice of jury deposit.	0.30
4/7/2022	Cricut ARL	1200	JKV	Email to team re finalizing & file draft FAC due today (.2).	0.20
4/7/2022	Cricut ARL	1200	JKV	Conf. with M.Sasseen re: proof of service & email exchange re defense counsel attorneys of record (.2).	0.20
4/7/2022	Cricut ARL	1200	JKV	Multiple calls with D.Schroeder re FAC filing (.4); Call with FJK re serving notice to plaintiff on Def counsel (.2).	0.60
4/7/2022	Cricut ARL	1200	MCS	Drafted proof of service. Finalized complaint and assisted Debbie with filing.	1.80
4/7/2022	Cricut ARL	1200	NJD	Fixing calendar issue.	0.20
4/7/2022	Cricut ARL	1200	NJD	Reviewed and approved amended complaint for filing.	1.50
4/8/2022	Cricut ARL	1200	JMF	Prepared notice of jury deposit.	0.40
4/8/2022	Cricut ARL	1200	MCS	Created redline comparison report between original complaint and FAC. Sent to NJD.	0.70
4/8/2022	Cricut ARL	1200	NJD	Email re amended complaint and related changes.	0.30
4/8/2022	Cricut ARL	1200	NJD	Review of calendar, research into deadline to respond to amended complaint, calendared same.	0.30
4/8/2022	Cricut ARL	1200	NJD	Per defense counsel's request, ran a PDF comparison, reviewed, and circulated.	0.30
4/11/2022	Cricut ARL	1200	FJK	Call w/ J. Venditti (.1); email to N. Dhillon (.1).	0.20
4/11/2022	Cricut ARL	1200	JKV	Sent email to FJK re "Notice to Plaintiff" docket entry to be served on defense counsel (.1).	0.10
4/12/2022	Cricut ARL	1200	JMF	Finalized notice of jury deposit.	0.30
4/12/2022	Cricut ARL	1200	JKV	Conf. w/ FJK re e-serving Notice to P (.1); Reviewed local rules re e-service (.2); Call with FJK re same (.2); Conf. w/ D.Schroeder re: same (.2).	0.70
4/12/2022	Cricut ARL	1200	JKV	Reviewed FJK forwarded email exchange with def counsel re e-service & def counsel request for extra 5 days on responsive deadlines in exchange for agreement re same & multiple email exchanges with team re same (.4); Calendared CMC hearing date & related case management deadlines set forth in "Notice to Plaintiff" docket entry from court (.2).	0.60

Date	Matter	M No.	Initials	Description	Time
4/13/2022	Cricut ARL	1200	FJK	Attention to e-service rules & conf w/ J. Venditti re same (.7).	0.70
4/13/2022	Cricut ARL	1200	JKV	Call with FJK re CCP, CRC, & SF Local Rules re e-service (.2).	0.20
4/14/2022	Cricut ARL	1200	DLS	Made edits, finalized and filed notice of payment of jury fees; served by mail.	0.90
4/14/2022	Cricut ARL	1200	JMF	Prepared proof of service for notice and ADR packet for service (.5); finalized notice of jury deposit (.2); mailed documents for defense counsel (.2).	0.90
4/14/2022	Cricut ARL	1200	JKV	Multiple calls with D.Schroeder re: serving ADR package on Def counsel along with Notice to Plaintiff, affecting service by conventional mail rather than e-service, & preparing POS re same (.3); Call with FJK re same (.2).	0.50
4/20/2022	Cricut ARL	1200	FJK	Analyzed complex application & emails w/ team re same (.4).	0.40
4/20/2022	Cricut ARL	1200	JMF	Added signature to complex designation.	0.20
4/20/2022	Cricut ARL	1200	NJD	Reviewed designaiton of complex case.	0.30
4/26/2022	Cricut ARL	1200	JKV	Checked in with D.Schroeder re status of notice to be served on Def by paper mail & updated FJK re same (.2).	0.20
5/3/2022	Cricut ARL	1200	FJK	Emails w/ N. Dhillon (.2); call w/ N. Dhillon (.2); analyzed letter (.1).	0.50
5/11/2022	Cricut ARL	1200	JKV	Calendared new deadline for Def counsel to answer complaint (.1).	0.10
5/17/2022	Cricut ARL	1200	JKV	Conf. w/ team re status of litigation (.2); Call with client re PRIVILEGED (.2).	0.40
5/17/2022	Cricut ARL	1200	NJD	Status update with team.	0.30
5/31/2022	Cricut ARL	1200	FJK	Attention to complex designation & impact of same w/ J. Venditti (.6).	0.60
5/31/2022	Cricut ARL	1200	JKV	Reviewed notice of order granting complex designation, calendared dates & deadlines from same, reviewed Dept 613 Complex Litigation Procedures, uploaded docketed Notice and Litigation Procedures to Box, & sent email to team re same (.5).	0.50
5/31/2022	Cricut ARL	1200	JKV	Email exchange with NJD re Def's deadline to answer complaint, other upcoming dates & deadlines from court's order, & setting up M&C to discuss same (.2).	0.20
5/31/2022	Cricut ARL	1200	NJD	Emailed defense counsel to set up 26(f) call, discussed with JKV.	0.40
6/8/2022	Cricut ARL	1200	FJK	Emails re conf call (.2).	0.20
6/8/2022	Cricut ARL	1200	JKV	Retrieved filed Answer to complaint, reviewed/analyzed same, & uploaded to Box (.2).	0.20
6/8/2022	Cricut ARL	1200	NJD	Email with defense counsel re scheduling 26(f) conference.	0.20
6/8/2022	Cricut ARL	1200	NJD	Further discussion re upcoming call.	0.10
6/8/2022	Cricut ARL	1200	NJD	Reviewed answer.	0.20
6/9/2022	Cricut ARL	1200	FJK	Scheudling call w/ defense counsel (.4).	0.40

Date	Matter	M No.	Initials	Description	Time
6/9/2022	Cricut ARL	1200	JKV	M&C call with def counsel re case management schedule & discovery plan (.8); Call with FJK re same (.3); Sent email to Def counsel re categories of documents P will likely seek in discovery (.1).	1.20
6/13/2022	Cricut ARL	1200	JKV	Conf. w/ NJD re draft CMC statement from Def counsel, content of M&C call last week, & discovery plan (.3).	0.30
6/13/2022	Cricut ARL	1200	JKV	Reviewed NJD redlines to Def counsel draft CMC statement, made additional edits, & circulated updated version to NJD in email re same (.3).	0.30
6/13/2022	Cricut ARL	1200	NJD	Discussed CMC with JKV.	0.30
6/13/2022	Cricut ARL	1200	NJD	Compelting Plaintiff's portion of CMC statement.	0.90
6/14/2022	Cricut ARL	1200	NJD	Further revisions to CMC statement, discussed with JFK and JKV, emailde to defense counsel.	0.70
6/14/2022	Cricut ARL	1200	NJD	Taking call about wet signature. Overseeing filing.	0.30
6/15/2022	Cricut ARL	1200	JKV	Conf. w/ team re CMC next week (.2).	0.20
6/15/2022	Cricut ARL	1200	NJD	Discussed hearing staffing with JKV and FJK.	0.20
6/15/2022	Cricut ARL	1200	NJD	Reviewed order re CMC and discussed with team.	0.20
6/16/2022	Cricut ARL	1200	DLS	Scheduled courtcall.	0.40
6/16/2022	Cricut ARL	1200	JMF	Assisted with setting CourtCall (.2); Checked and downloaded docket (.3).	0.50
6/16/2022	Cricut ARL	1200	NJD	Setting up CourtCall for FJK.	0.20
6/20/2022	Cricut ARL	1200	FJK	Prep for tomorrow's CMC (.6).	0.60
6/20/2022	Cricut ARL	1200	NJD	Coordinating re rescheduling hearing.	0.30
6/21/2022	Cricut ARL	1200	FJK	Telephonic CMC & debrief team re same (.5).	0.50
6/21/2022	Cricut ARL	1200	JKV	Reviewed emails from court re CMC today & conf. w/ team re same (.1).	0.10
6/21/2022	Cricut ARL	1200	JKV	Call with FJK re CMC debrief (.1).	0.10
6/21/2022	Cricut ARL	1200	JKV	Reviewed court's Order After June 21, 2022 CMC, uploaded same to Box, calendared dates & deadlines from same, and conf. w/ team re same and issue with calendar (.3).	0.30
6/21/2022	Cricut ARL	1200	NJD	Checking status of hearing rescheduling, discussed with team.	0.40
6/22/2022	Cricut ARL	1200	NJD	Reviewing CMC order, calendaring dates.	0.40
7/1/2022	Cricut ARL	1200	NJD	Reviewing draft protective order.	0.80
7/7/2022	Cricut ARL	1200	FJK	Attention to emails re CMC & conf w/ team re same (.4).	0.40
7/11/2022	Cricut ARL	1200	JMF	Checked docket for orders and email to attys.	0.30
7/11/2022	Cricut ARL	1200	NJD	Checking case status.	0.10
7/14/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.30

Date	Matter	M No.	Initials	Description	Time
7/14/2022	Cricut ARL	1200	JKV	Call with client re PRIVILEGED (.2).	0.20
7/18/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.20
7/25/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
7/29/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
8/5/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
8/8/2022	Cricut ARL	1200	FJK	Conf w/ N. Deckant & J. Venditti re next steps & initial discovery requests (.5).	0.50
8/8/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
8/8/2022	Cricut ARL	1200	JKV	Sent email to team re preparing discovery requests this week (.1).	0.10
8/8/2022	Cricut ARL	1200	JKV	Drafted Plaintiff's first set of discovery requests & circulated to team for review (1.5).	1.50
8/8/2022	Cricut ARL	1200	JKV	Email exchange with NJD re redlines to draft disco requests, made additional edit to same, updated Box, & re-circulated consolidated NJD-JKV redlines for FJK review in email re same (.3).	0.30
8/8/2022	Cricut ARL	1200	NJD	Check in with FJK re settlement.	0.40
8/8/2022	Cricut ARL	1200	NJD	Check in re status of discovery.	0.30
8/8/2022	Cricut ARL	1200	NJD	Discussde case and settlement with JKV.	0.30
8/8/2022	Cricut ARL	1200	NJD	Reviewed and redlined draft RFPs and Rogs.	1.10
8/8/2022	Cricut ARL	1200	NJD	Coordinated with JKV on service status and timing.	0.30
8/8/2022	Cricut ARL	1200	NJD	Added calendar reminder re settlement.	0.10
8/9/2022	Cricut ARL	1200	FJK	Analyzed draft discovery requests (.5).	0.50
8/9/2022	Cricut ARL	1200	JKV	Finalized & served draft discovery requests (.5).	0.50
8/10/2022	Cricut ARL	1200	FJK	Call w/ N. Deckant (.3).	0.30
8/10/2022	Cricut ARL	1200	NJD	Call with FJK re status.	0.10
8/12/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
8/15/2022	Cricut ARL	1200	FJK	Developed case strategy (.6); call w/ defense counsel re next steps (.5); conf w/ team re next steps (.3).	1.40
8/15/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
8/18/2022	Cricut ARL	1200	JKV	Email exchange with FJK re setting up team call to discuss updates (.1).	0.10
8/18/2022	Cricut ARL	1200	JKV	Team conference call re discovery / next steps (.3).	0.30
8/18/2022	Cricut ARL	1200	NJD	Call with FJK and JKV re next steps.	0.30
8/18/2022	Cricut ARL	1200	NJD	Discussed mediators with LTF, reported back to FJK.	0.30
8/18/2022	Cricut ARL	1200	NJD	Responded to counsel re extended deadline for discovery responses.	0.20
8/19/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10

Date	Matter	M No.	Initials	Description	Time
8/23/2022	Cricut ARL	1200	FJK	Attention to mediator proposals & emails re same (.6).	0.60
8/24/2022	Cricut ARL	1200	FJK	Attention to next steps w/ J. Venditti (.6).	0.60
8/25/2022	Cricut ARL	1200	FJK	Attention to mediator proposals & conf w/ internal team re same (1.1).	1.10
8/26/2022	Cricut ARL	1200	NJD	Discussed booking Judge Kramer with team for mediation.	0.20
8/31/2022	Cricut ARL	1200	FJK	Attention to potential mediators & email to defense counsel re same (.4); conf w/ J. Venditti re client deposition (.1).	0.50
9/1/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
9/6/2022	Cricut ARL	1200	JKV	Call with FJK re scheduling client deposition (.1).	0.10
9/8/2022	Cricut ARL	1200	FJK	Attention to potential mediators (.6).	0.60
9/12/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
9/12/2022	Cricut ARL	1200	NJD	Reviewed letter re mediation scheduling and next steps.	0.30
9/13/2022	Cricut ARL	1200	JKV	Email exchange with FJK re setting up call with def counsel for next week (.1).	0.10
9/13/2022	Cricut ARL	1200	JKV	Called client re PRIVILEGED (.1); sent text message re PRIVILEGED (.1).	0.20
9/13/2022	Cricut ARL	1200	JKV	Call with client re PRIVILEGED (.1).	0.10
9/13/2022	Cricut ARL	1200	NJD	Coordinating call with JKV and FJK.	0.20
9/13/2022	Cricut ARL	1200	NJD	Discussed call timing and strategy with team.	0.30
9/14/2022	Cricut ARL	1200	NJD	Reviewing mediation intake and calendaring.	0.30
9/15/2022	Cricut ARL	1200	JKV	Conf. w/ FJK re availability for call with Def counsel next Monday & client availability for depo in November (.2).	0.20
9/15/2022	Cricut ARL	1200	NJD	Reviewing mediation intake papers, calendaring deadlines.	0.30
9/16/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
9/16/2022	Cricut ARL	1200	NJD	Review and coordination of stipulation extending deadlien to complete mediation.	0.20
9/19/2022	Cricut ARL	1200	FJK	Prep for call (.4); call w/ defense counsel & J. Venditti (.6).	1.00
9/19/2022	Cricut ARL	1200	JKV	Call with FJK & def counsel re depo dates, discovery, and next steps in ligitation (.5).	0.50
9/23/2022	Cricut ARL	1200	JMF	Checked docket and fwded order to attys.	0.30
9/23/2022	Cricut ARL	1200	JKV	Prepared draft list of mediation doc demands & circulated to team for review in email re same (.9).	0.90
9/23/2022	Cricut ARL	1200	JKV	Email exchange with NJD re draft list of mediation doc demands (.2); Reviewed order re stip to extend deadline to hold mediation (.1).	0.30
9/23/2022	Cricut ARL	1200	NJD	Reviewed mediation demands.	0.20
9/23/2022	Cricut ARL	1200	NJD	Planning to send list of mediation doc demands with JKV.	0.20

Date	Matter	M No.	Initials	Description	Time
9/27/2022	Cricut ARL	1200	NJD	Arranged for payment of mediation fees.	0.20
9/28/2022	Cricut ARL	1200	NJD	Confirmed payment of mediation fees.	0.20
9/30/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
9/30/2022	Cricut ARL	1200	JKV	Call with defense counsel re scheduling client depo (.1).	0.10
10/7/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
10/7/2022	Cricut ARL	1200	JKV	Email exchange with defense counsel re: depo dates (.1).	0.10
10/12/2022	Cricut ARL	1200	JKV	Called client re PRIVILEGED, sent text message and email to client re PRIVILEGED (.2).	0.20
10/12/2022	Cricut ARL	1200	JKV	Call with FJK re client PRIVILEGED (.2).	0.20
10/12/2022	Cricut ARL	1200	JKV	Prepared draft PMK depo notice & topic list & circulated to FJK for review in email re same (.5).	0.50
10/12/2022	Cricut ARL	1200	JKV	Email exchange with def counsel re Defendant's forthcoming discovery requests & setting up call for next week (.2); Reviewed / analyzed Def's first set of ROG responses & prepared notes re deficiencies / potential discovery disputes to raise (.6); Call with client re PRIVILEGED (.3); conf. w/ team re same & re deficiencies of ROG responses & calendared deadline to raise discovery disputes (.4).	1.50
10/12/2022	Cricut ARL	1200	NJD	Coordination with JKV re discovery responses, date to bring disputes, etc. Made sure it was calendared.	0.60
10/12/2022	Cricut ARL	1200	NJD	Discussed deposition dates and location with JKV.	0.30
10/13/2022	Cricut ARL	1200	JKV	Call with FJK re December depo, PMK topic list, scheduling M&C next week (.5); Sent email to defense counsel re same (.2).	0.70
10/14/2022	Cricut ARL	1200	JMF	Checked docket and saved new filed documents.	0.30
10/21/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
10/21/2022	Cricut ARL	1200	JKV	Call with NJD re scheduling client depo (.1).	0.10
10/21/2022	Cricut ARL	1200	NJD	Discussion client depo dates with JKV.	0.20
10/24/2022	Cricut ARL	1200	JKV	Reviewed Def's responses to Plaintiff's first RFPs & prepared draft discovery dispute email to defense counsel re deficiencies in Def's RFP and ROG responses (1.8).	1.80
10/24/2022	Cricut ARL	1200	JKV	Continued reviewing/analyzing Def's responses to Plaintiff's first RFPs & preparing draft discovery dispute email to defense counsel re deficiencies in Def's RFP and ROG responses & circulated draft email to team for review, email exchange with team re same (2.0).	2.00

Date	Matter	M No.	Initials	Description	Time
10/24/2022	Cricut ARL	1200	JKV	Call with client re PRIVILEGED (.1).	0.10
10/24/2022	Cricut ARL	1200	NJD	Scheduling discovery dispute call with BSS.	0.30
10/25/2022	Cricut ARL	1200	JKV	Prepared/sent email to defense counsel re: Plaintiff's availability for depo in January, scheduling follow-up M&C re discovery, & deficiencies to discuss re: Def's disco responses / raised discovery disputes (.8).	0.80
10/25/2022	Cricut ARL	1200	NJD	Drafting CMC statement.	0.60
10/25/2022	Cricut ARL	1200	NJD	Review of stipulation and coordination with counsel re submissions.	0.20
10/25/2022	Cricut ARL	1200	NJD	Coordinating on finalizing and submit CMC statement.	0.40
10/28/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
10/31/2022	Cricut ARL	1200	NJD	Checking in on CMC status.	0.30
10/31/2022	Cricut ARL	1200	NJD	Reviewing order continuing CMC, updating calendar re same.	0.30
11/1/2022	Cricut ARL	1200	JKV	Sent follow up email to def counsel re setting up M&C to discuss discovery disputes & scheduling client depo (.2).	0.20
11/1/2022	Cricut ARL	1200	JKV	Reviewed def counsel response email re discovery disputes / client depo & exchanged several emails with team re responding to same (.5).	0.50
11/1/2022	Cricut ARL	1200	NJD	Emails with FJK and JKV re depo scheduling and planning.	0.60
11/1/2022	Cricut ARL	1200	NJD	Researched rules on timing of MTC, discussed with team.	0.60
11/2/2022	Cricut ARL	1200	NJD	Scheduling call.	0.30
11/2/2022	Cricut ARL	1200	NJD	Scheduling call.	0.10
11/4/2022	Cricut ARL	1200	JMF	Checked docket and saved new filed documents.	0.30
11/9/2022	Cricut ARL	1200	NJD	Reviewing discovery requests, calendared response date, saved to Box, and coordinated with team.	0.40
11/10/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
11/14/2022	Cricut ARL	1200	JKV	M&C with defense counsel re mediation, scheduling deposition, & discovery disputes (.5); Conf. w/ team re same / next steps, prepared draft NOI for marketing campaign targeting Cricut subscribers in OR, & sent email to team re same (.3).	0.80
11/14/2022	Cricut ARL	1200	JKV	Email exchange with NJD re finalizing/launching draft NOI for Cricut OR ARL & circulated final version of same to Gemini marketing reps in email re launching new campaign re same (.2).	0.20
11/14/2022	Cricut ARL	1200	NJD	M&C call and discussion of upcoming discovery obligations and deadlines.	0.60
11/15/2022	Cricut ARL	1200	JKV	Called client re PRIVILEGED (.1).	0.10
11/16/2022	Cricut ARL	1200	JKV	Call with clients re PRIVILEGED (.2).	0.20

Date	Matter	M No.	Initials	Description	Time
11/17/2022	Cricut ARL	1200	JKV	Sent email to defense counsel re January depo dates (.2).	0.20
11/17/2022	Cricut ARL	1200	JKV	Email exchange with defense counsel re January depo and moving mediation (.1).	0.10
11/17/2022	Cricut ARL	1200	NJD	Reviewed status of rescheduling mediation.	0.20
11/18/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
11/21/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
11/23/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
11/23/2022	Cricut ARL	1200	NJD	Reviewed and saved production of sales data.	0.40
11/30/2022	Cricut ARL	1200	JKV	Conf. w/ team re sales data / recent production from def counsel (.2).	0.20
11/30/2022	Cricut ARL	1200	NJD	Reviewed sales figures and discussed with team.	0.30
12/1/2022	Cricut ARL	1200	NJD	Put client depo on calendar.	0.10
12/2/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
12/8/2022	Cricut ARL	1200	NJD	Dealing with extension request.	0.20
12/12/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
12/15/2022	Cricut ARL	1200	JKV	Reviewed Def's discovery requests in advance of call with client (.4); Called client re PRIVILEGED (.3); Call with NJD re same / substance of disco responses (.5); Started preparing disco responses (.5).	1.70
12/15/2022	Cricut ARL	1200	NJD	Coordinating with JKV on discovery responses.	0.40
12/16/2022	Cricut ARL	1200	JKV	Prepared discovery responses and POS/verification form, email exchanges with NJD re same, sent ROGs to client for review and call with cleint re PRIVILEGED, sent verification to client for execution via Adobe eSign (2.1).	2.10
12/16/2022	Cricut ARL	1200	NJD	Reviewed RFP and Rog responses.	0.40
12/27/2022	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
1/3/2023	Cricut ARL	1200	DLS	Discussed deposition logistics with Julia.	0.70
1/3/2023	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
1/3/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re making travel and accommodation arrangements for client for in-person depo and depo prep next week (.3); Conf. w/ D.Schroeder re same (.2).	0.50
1/3/2023	Cricut ARL	1200	NJD	Discussed depo scheduling and client logistics with JKV.	0.40
1/4/2023	Cricut ARL	1200	JMF	Discuss travel accomodations for Plaintiff's depo, booked flight, fwded same to Plaintiff.	2.50

Date	Matter	M No.	Initials	Description	Time
1/4/2023	Cricut ARL	1200	JKV	Called & texted client re PRIVILEGED (.1); Call with client re PRIVILEGED (.2); Call with D.Schroeder re same (.2); Sent email to D.Schroeder re client PRIVILEGED (.2); Sent email to client re PRIVILEGED (.1); Call with JMF re booking flights for client depo (.2).	1.00
1/4/2023	Cricut ARL	1200	NJD	Helping to book travel for client depo and prep.	0.30
1/6/2023	Cricut ARL	1200	DLS	Assisted Judy with travel for plaintiff.	0.80
1/6/2023	Cricut ARL	1200	JMF	Booked hotel and car service for Plaintiff's depo; conferred with JKV re depo; emailed re [PRIVILEGED].	2.00
1/6/2023	Cricut ARL	1200	JKV	Prepared Plaintiff's first doc production & forwarded to team for review in email re same (.7).	0.70
1/6/2023	Cricut ARL	1200	JKV	Reviewed draft client itinerary from JMF, conf. w/ NJD re same, & conf. w/ JMF re making edit to same and sending to client (.3); Conf. w/ NJD re draft doc production, privilege issue, & edit to same (.2); Implemented edit to doc production, reviewed same with NJD, & finalized and served doc production on Defense counsel (.4).	0.90
1/6/2023	Cricut ARL	1200	NJD	Attention to depo logistics.	0.30
1/8/2023	Cricut ARL	1200	JMF	Resolved travel issues for Plaintiff.	1.00
1/9/2023	Cricut ARL	1200	AJR	Set up Diablo conference room for Cricut deposition prep w/ JMF.	1.00
1/9/2023	Cricut ARL	1200	JMF	Prepared conf. room for depo prep and prepared depo prep books for attys and Plaintiff.	2.00
1/9/2023	Cricut ARL	1200	JKV	Filled out COVID-19 Visitor Health Screen Certification & forwarded to def counsel (.1).	0.10
1/9/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re docs needed for depo prep with client today & plan for going about same (.2); Conf. w/ JMF re same & re setting up car to take client to in-person depo in SF tomorrow (.2); Sent email to JMF re docs to print for depo prep (.1).	0.50
1/9/2023	Cricut ARL	1200	JKV	Depo prep with NJD & client (2.7).	2.70
1/9/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re depo tomorrow (.4).	0.40
1/9/2023	Cricut ARL	1200	NJD	Preparing for client depo prep.	0.30
1/9/2023	Cricut ARL	1200	NJD	Preparing for depo.	0.40
1/9/2023	Cricut ARL	1200	NJD	Depo prep.	3.60
1/10/2023	Cricut ARL	1200	JKV	Travel from Vallejo to SF for in-person depo (1.7); Defended plaintiff depo with NJD (6.9); Call with FJK re same (.3).	8.90

Date	Matter	M No.	Initials	Description	Time
1/10/2023	Cricut ARL	1200	LTF	Discussed plaintiff deposition with Neal Deckant and Julia Venditti.	0.60
1/10/2023	Cricut ARL	1200	NJD	Drive in for deposition.	1.90
1/10/2023	Cricut ARL	1200	NJD	Client depo.	6.20
1/10/2023	Cricut ARL	1200	NJD	Travel back to WC.	1.30
1/11/2023	Cricut ARL	1200	BSS	Conf. w/ NJD & LTF Re: Plaintiff depo (0.2).	0.20
1/11/2023	Cricut ARL	1200	JKV	Call with NJD re depo yesterday, filing stip re voluntary dismissal, & next steps (.2).	0.20
1/11/2023	Cricut ARL	1200	LTF	Discussed plaintiff's deposition with Neal Deckant and Julia Venditti.	0.40
1/11/2023	Cricut ARL	1200	NJD	Debriefing with LTF.	0.30
1/11/2023	Cricut ARL	1200	NJD	Debriefing with JKV.	0.20
1/11/2023	Cricut ARL	1200	NJD	Discussion and debriefing with team.	0.70
1/13/2023	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
1/13/2023	Cricut ARL	1200	NJD	Talked to JKV re client depo transcript review.	0.20
1/17/2023	Cricut ARL	1200	NJD	Reviewed stip for dismissal, sent to Navi.	0.40
1/17/2023	Cricut ARL	1200	NJD	Review and highlight depo transcript for sealing.	1.90
1/19/2023	Cricut ARL	1200	NJD	Sending confidentiality designations.	0.60
1/23/2023	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
1/26/2023	Cricut ARL	1200	NJD	Check in on dismissal.	0.10
1/27/2023	Cricut ARL	1200	JMF	Checked docket and fwded order to attys.	0.30
1/27/2023	Cricut ARL	1200	JKV	Conf. w/ team re order entering stipulation re voluntary dismissal & next steps (.3).	0.30
1/30/2023	Cricut ARL	1200	JKV	Prepared NOI for new marketing campaign & sent to team for review in email re same (.3).	0.30
1/30/2023	Cricut ARL	1200	JKV	Email exchange with NJD re draft NOI & forwarded same to Gemini marketing reps in email re launching new campaign (.2).	0.20
1/30/2023	Cricut ARL	1200	NJD	Attention to PSI.	0.30
1/30/2023	Cricut ARL	1200	NJD	PSI.	0.20
2/1/2023	Cricut ARL	1200	JKV	Reviewed draft landing page and ad creative for marketing campaign targeting CA subscribers & sent email to J.Herschberger from Gruen re same (.1).	0.10
2/2/2023	Cricut ARL	1200	JKV	Call with H.Gruenden re handling lead intake for new marketing campaign (.2).	0.20
2/6/2023	Cricut ARL	1200	NJD	Attention to PSI.	0.20
2/6/2023	Cricut ARL	1200	NJD	PSI.	0.30
2/14/2023	Cricut ARL	1200	JMF	Checked docket and saved new documents.	0.30

Date	Matter	M No.	Initials	Description	Time
2/27/2023	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
2/27/2023	Cricut ARL	1200	JKV	Drafted new complaint re: new client & forwarded to team for review in email re same (2.8).	2.80
2/27/2023	Cricut ARL	1200	JKV	Prepared CLRA demand letter from new client (.3).	0.30
2/27/2023	Cricut ARL	1200	NJD	Reviewed revised complaint.	0.80
2/28/2023	Cricut ARL	1200	JKV	Email exchange with J.Herschberger of Gemini re pausing marketing campaign (.1).	0.10
2/28/2023	Cricut ARL	1200	JKV	Reviewed and accepted NJD redlines to draft complaint, implemented further edits, updated Box re same, & forwarded near-final version to client for review/approval in email re same (.2).	0.20
3/1/2023	Cricut ARL	1200	JKV	Conf. w/ D.Schroeder re filing new complaint today (.1).	0.10
3/1/2023	Cricut ARL	1200	JKV	Final review of near-final complaint - filled in placeholders & made final edits, finalized same, converted to pdf, added wet signature, & updated Box re same (.4); Sent final complaint to litigation team for filing in email re same & sent final demand letter to R.Atwal for sending to def by certified mail, return receipt requested (.2).	0.60
3/1/2023	Cricut ARL	1200	NJD	Assising with finalizing and filing complaint.	0.40
3/1/2023	Cricut ARL	1200	RKA	Prepared and mailed demand letter.	0.50
3/2/2023	Cricut ARL	1200	JMF	Prepared initiating documents and finalized complaint.	1.50
3/3/2023	Cricut ARL	1200	DLS	Finalized and filed complaint.	0.90
3/3/2023	Cricut ARL	1200	JMF	Finalized complaint and initiating documents.	0.20
3/3/2023	Cricut ARL	1200	JMF	Checked docket for orders.	0.10
3/3/2023	Cricut ARL	1200	JKV	Reviewed initiating documents from JMF & email exchange re same (.2); Call with JMF re approval to file complaint (.1).	0.30
3/3/2023	Cricut ARL	1200	JKV	Call with D.Schroeder re issue with near-final pdf complaint, fixing same and filing (.2).	0.20
3/6/2023	Cricut ARL	1200	JKV	Reviewed email re First Legal eFiling Accepted, retrieved filed documents / docketed docs to serve with complaint, and calendared deadline to serve, initial CMC hearing date, and related deadlines (.3).	0.30
3/8/2023	Cricut ARL	1200	JMF	Discussed complex fee anc check status.	0.20
3/8/2023	Cricut ARL	1200	JMF	Discussed service with attys.	0.10
3/8/2023	Cricut ARL	1200	RKA	Sent certified return receipt for demand letter to attorney.	0.30
3/9/2023	Cricut ARL	1200	JMF	Served complaint.	0.60

Date	Matter	M No.	Initials	Description	Time
3/10/2023	Cricut ARL	1200	NJD	Reviewing proof of service and updating calendar, checking dates, talking with team.	0.40
3/10/2023	Cricut ARL	1200	RKA	Checked docket and updated attorneys.	0.30
3/11/2023	Cricut ARL	1200	NJD	Reviewed initial orders, setting up service, updating calendar.	0.50
3/13/2023	Cricut ARL	1200	JMF	Discussed service of complaint with attys.	0.20
3/13/2023	Cricut ARL	1200	RKA	Checked docket and updated attorneys.	0.30
3/20/2023	Cricut ARL	1200	JKV	Email exchange with def counsel re setting up call to discuss lawsuit (.1).	0.10
3/20/2023	Cricut ARL	1200	NJD	Arranging call with defense counsel.	0.10
3/22/2023	Cricut ARL	1200	JKV	Sent follow-up email to def counsel re scheduling call to discuss new filing (.1).	0.10
3/22/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re handling call with def counsel tomorrow (.2).	0.20
3/23/2023	Cricut ARL	1200	JKV	Call with def counsel re new case filing (.3); Debrief call with FJK re same / next steps (.5).	0.80
3/23/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re debrief on call with defense counsel & litigation strategy (.6).	0.60
3/23/2023	Cricut ARL	1200	NJD	Debriefing with JKV on call with Navi.	0.40
3/27/2023	Cricut ARL	1200	JKV	Sent email to def counsel forwarding initiating case documents served on 3/3 (.2).	0.20
3/27/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
3/30/2023	Cricut ARL	1200	JMF	Filed proof of service.	0.50
3/31/2023	Cricut ARL	1200	NJD	Confer with team re answer and amending startegy.	0.30
3/31/2023	Cricut ARL	1200	RKA	Saved FirstLegal documents from email.	0.10
3/31/2023	Cricut ARL	1200	RKA	Checked docket for updates & saved new docs; emailed attys.	0.30
4/6/2023	Cricut ARL	1200	JKV	Reviewed CCP 472 to determine process and/or deadline for amending complaint after answer is filed & sent email to team re same (.2).	0.20
4/6/2023	Cricut ARL	1200	NJD	Discussed amendment and scheduling and logistics with team, reviewed case file.	0.30
4/10/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
4/14/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
4/18/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
4/21/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
4/24/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
5/2/2023	Cricut ARL	1200	JMF	Checked docket; discussed same with atty.	0.30
5/17/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
5/24/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10

Date	Matter	M No.	Initials	Description	Time
5/26/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
5/30/2023	Cricut ARL	1200	JKV	Reviewed email from def counsel re setting up M&C call for next week & sent email to team re same (.2).	0.20
5/30/2023	Cricut ARL	1200	JKV	Email exchange with re availability for M&C call with def counsel next week & sent response email to def counsel re same (.3).	0.30
5/30/2023	Cricut ARL	1200	NJD	Arranging meet and confer.	0.20
5/30/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
6/5/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
6/7/2023	Cricut ARL	1200	NJD	Arranging call.	0.20
6/8/2023	Cricut ARL	1200	JKV	Telephonic M&C with def counsel (.5).	0.50
6/8/2023	Cricut ARL	1200	NJD	Call with Navi.	0.50
6/9/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
6/13/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
6/20/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
6/23/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
6/26/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
6/27/2023	Cricut ARL	1200	JKV	Call with FJK re: next step in settlement discussions, strategy for same (.4).	0.40
6/28/2023	Cricut ARL	1200	JKV	Call with FJK re settlement negotiations (.5).	0.50
6/30/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
7/6/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
7/12/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re availability for M&C re CMC statement due 7/28 / scheduling same (.1).	0.10
7/12/2023	Cricut ARL	1200	JKV	Call with FJK re: settlement strategy & emailing H.Reid to inquire re: J.Sperber availability for mediation session in upcoming months (.3).	0.30
7/12/2023	Cricut ARL	1200	JKV	Sent email to Heather Reid re: Jill Sperber availability for mediation through remainder of year (.1).	0.10
7/12/2023	Cricut ARL	1200	NJD	Looking ahead and calendar, reviewing CMC, and discussed M&C.	0.20
7/12/2023	Cricut ARL	1200	NJD	Reviewed CMC deadlines and emailed defense counsel.	0.30
7/14/2023	Cricut ARL	1200	JKV	Email exchange with Valerie Egerton of Judicate West re Jill Sperber upcoming availability for mediation (.1).	0.10
7/14/2023	Cricut ARL	1200	NJD	Setting up 26(f) conference.	0.30
7/14/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10

Date	Matter	M No.	Initials	Description	Time
7/17/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re M&C call with def counsel tomorrow & CMC statement due Thursday, and taking lead on preparation / negotiations / finalization & filing of same due to NJD scheduling conflict (.3).	0.30
7/17/2023	Cricut ARL	1200	NJD	Discussed 26(f) conference with JKV.	0.20
7/17/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
7/18/2023	Cricut ARL	1200	FJK	Attention to m&c w/internal team (.5).	0.50
7/18/2023	Cricut ARL	1200	JKV	Reviewed 3/6 Notice of Case Assignment & deadlines and obligations therein, reviewed local rules and CA rules of court referenced therein, reviewed ADR information package & forwarded form to client in email re PRIVILEGED, reviewed mandatory Case Management Statement form CM-110 & sent messages to NJD re same (.5).	0.50
7/18/2023	Cricut ARL	1200	JKV	Filled out CM-110 form & prepared draft joint CMC (.9); Joined telephonic M&C call re: CMC -- conferred with NJD re draft CMC statement & CM-110 form while waiting for def counsel to join (.3); Email exchange with defense counsel re scheduling conflict on def counsel's end / rescheduling M&C call for later today & circulating filled-out CM-110 form and accompanying draft CMC statement for review in advance of same (.1).	1.30
7/18/2023	Cricut ARL	1200	NJD	Plan for M&C with JKV.	0.20
7/18/2023	Cricut ARL	1200	NJD	Tried to join M&C.	0.20
7/18/2023	Cricut ARL	1200	NJD	Check in with JKV and discussed next steps.	0.20
7/19/2023	Cricut ARL	1200	JKV	Call with def counsel re CMC statement (.2); Conf. w/ NJD re same (.1); Call with D.Schroeder re same (.1).	0.40
7/19/2023	Cricut ARL	1200	NJD	Arranging call.	0.10
7/19/2023	Cricut ARL	1200	NJD	Email to Navi to coordinate on CMC statement.	0.20
7/19/2023	Cricut ARL	1200	NJD	Discussion with JVK re CMC statement status.	0.20
7/20/2023	Cricut ARL	1200	DLS	Filed CMC statement; served.	1.00
7/20/2023	Cricut ARL	1200	FJK	Attention to proposed schedule & filing of same (.7).	0.70
7/20/2023	Cricut ARL	1200	JMF	Reviewed local rules with DLS (1); finalized CMC statement and assisted with filing same (1).	2.00
7/20/2023	Cricut ARL	1200	JKV	Updated draft CMC statement and judicial counsel form as per phone call with def counsel & circulated updated version to def counsel in email re same (.4).	0.40
7/20/2023	Cricut ARL	1200	JKV	Email exchange with def counsel re: [.] & finalized [...] / sent to Litigation Team for filing (.3).	0.30

Date	Matter	M No.	Initials	Description	Time
7/20/2023	Cricut ARL	1200	JKV	Calls with D.Schroeder and N.Deckant re issue with filing CM-110 form & sent email to def counsel re same (.3); Further email exchange with def counsel re CM-110 form, further call with D.Schroeder re same, & updated same and re-circulated to Litigation Team in email with filing instructions (.3).	0.60
7/20/2023	Cricut ARL	1200	NJD	Finalizing and filing CMC statement.	0.60
7/26/2023	Cricut ARL	1200	JKV	Call w/ NJD re handling CMC on August 4 (.1).	0.10
7/26/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
8/1/2023	Cricut ARL	1200	JKV	Email exchange with team re possibility of mediation, Jill Sperber availability for same, & following up with def counsel re same (.2).	0.20
8/1/2023	Cricut ARL	1200	NJD	Approved mediation dates, discussed with team, and asked FJK to call defense counsel.	0.40
8/1/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
8/2/2023	Cricut ARL	1200	NJD	Confer with JKV re remote hearing attendance.	0.20
8/3/2023	Cricut ARL	1200	DLS	Prepared the notice of intent to appear; filed and served.	1.00
8/3/2023	Cricut ARL	1200	JKV	Prepared notice of intent to appear at CMC remotely, conf. w/ D.Schroeder re same, & sent draft notice to litigation team in email requesting filing help (.6).	0.60
8/3/2023	Cricut ARL	1200	JKV	Reviewed filed CMC statement & began preparing CMC hearing outline (.4).	0.40
8/3/2023	Cricut ARL	1200	RKA	Checked docket for updates & saved new docs; emailed attys.	0.30
8/4/2023	Cricut ARL	1200	JKV	Finished preparing for CMC hearing (.6).	0.60
8/4/2023	Cricut ARL	1200	JKV	CMC hearing (.4); Call with NJD to discuss same / next steps / settlement strategy (.3).	0.70
8/4/2023	Cricut ARL	1200	NJD	Debriefing with JKV after CMC.	0.20
8/7/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
8/8/2023	Cricut ARL	1200	JKV	Call with FJK re setting up call with def counsel re: mediation (.2).	0.20
8/11/2023	Cricut ARL	1200	NJD	Reviewed orders and updated calendar.	0.20
8/11/2023	Cricut ARL	1200	RKA	Checked docket for updates & saved new docs; emailed attys.	0.30
8/15/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
8/16/2023	Cricut ARL	1200	NJD	Settlement update.	0.20
8/16/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
8/18/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
8/21/2023	Cricut ARL	1200	NJD	Got CMC order, calendared.	0.20
8/23/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10

Date	Matter	M No.	Initials	Description	Time
8/24/2023	Cricut ARL	1200	JKV	Call with FJK re following up with defense counsel re discussing settlement / scheduling mediation (.2).	0.20
8/24/2023	Cricut ARL	1200	JKV	Reviewed FJK draft email to def counsel & conf. w/ FJK re same (.1).	0.10
8/29/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
8/31/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
9/5/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
9/11/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
9/13/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
9/15/2023	Cricut ARL	1200	FJK	Call w/ N. Dhillon (.5); attention to next steps for mediation & conf w/ N. Deckant & J. Venditti re same (.6).	1.10
9/18/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
9/19/2023	Cricut ARL	1200	JKV	Call with FJK re mediation strategy, reviewing documents from defendant re sales figures / class size, & coming up with opening demand (.2).	0.20
9/19/2023	Cricut ARL	1200	NJD	Update with JKV.	0.20
9/20/2023	Cricut ARL	1200	NJD	Checked schedule and checked with team re mediation.	0.20
9/21/2023	Cricut ARL	1200	JKV	Reviewed email from def counsel re scheduling mediation / available dates & sent email to NJD re same (.1); Call with PLF re mediation strategy (.4); Email exchange with team re mediation (.1).	0.60
9/21/2023	Cricut ARL	1200	NJD	Contact with FJK re mediation scheduling.	0.10
9/21/2023	Cricut ARL	1200	NJD	Further discussion with FJK.	0.20
9/21/2023	Cricut ARL	1200	NJD	Sending mediation availabiilty.	0.20
9/21/2023	Cricut ARL	1200	PLF	Call with JKV re mediation strategy (0.4).	0.40
9/21/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
9/22/2023	Cricut ARL	1200	JKV	Reviewed/analyzed def's documents re: class size and revenue & conf. w/ team re same (.5).	0.50
9/22/2023	Cricut ARL	1200	NJD	Confirmed mediation date.	0.20
9/25/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
9/26/2023	Cricut ARL	1200	FJK	Conf w/ team re mediation scheduling (.3).	0.30
9/26/2023	Cricut ARL	1200	NJD	Reviewed mediation intake notes, calendared, signed agreement, checked dates, discussed with team.	0.40
9/27/2023	Cricut ARL	1200	NJD	Confirming mediation intake papers.	0.20
9/28/2023	Cricut ARL	1200	NJD	Attention to mediation invoice.	0.20
9/29/2023	Cricut ARL	1200	FJK	Worked on developing mediation strategy (1.1).	1.10

Date	Matter	M No.	Initials	Description	Time
10/2/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
10/4/2023	Cricut ARL	1200	JKV	Conf. w/ FJK re scheduling call for tomorrow re: mediation strategy (.1).	0.10
10/5/2023	Cricut ARL	1200	JKV	Conf. w/ NJD to dicuss handling of upcoming mediation (.1).	0.10
10/5/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
10/6/2023	Cricut ARL	1200	FJK	Developed mediation strategy & call w/ J. Venditti re same (.9).	0.90
10/6/2023	Cricut ARL	1200	JKV	Call with FJK re: mediation strategy (.3).	0.30
10/10/2023	Cricut ARL	1200	JKV	Call with NJD re: upcoming mediation & deadline to submit mediation statement in advance of same (.1).	0.10
10/11/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
10/12/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re change in staffing for mediation brief & mediation (.3).	0.30
10/12/2023	Cricut ARL	1200	NJD	Paid mediation fees.	0.30
10/16/2023	Cricut ARL	1200	JKV	Began preparing mediation brief (2.5).	2.50
10/16/2023	Cricut ARL	1200	NJD	Update with JKV re mediation statement.	0.20
10/16/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
10/17/2023	Cricut ARL	1200	JKV	Continued preparing mediation brief (2.9).	2.90
10/18/2023	Cricut ARL	1200	JKV	Continued/finished preparing mediation brief & circulated draft to NJD for review (4.3).	4.30
10/18/2023	Cricut ARL	1200	JKV	Conf. w/ NJD re: draft mediation brief and proposed term sheet / opening demand from same, mediation strategy, & revisions to term sheet (.5).	0.50
10/18/2023	Cricut ARL	1200	JKV	Reviewed & implemented NJD redlines to draft mediation brief & term sheet, made additional edits to same & finalized, prepared exhibits, registered for JAMS Access, & submitted mediation brief & exhibits to mediator via same (1.3).	1.30
10/18/2023	Cricut ARL	1200	JKV	Reviewed email from def counsel requesting additional client info in advance of mediation & email exchange with NJD re same (.2).	0.20
10/18/2023	Cricut ARL	1200	NJD	Discussed mediation agreement with JKV.	0.50
10/18/2023	Cricut ARL	1200	NJD	Reviewed and finalized meditation brief, sent edits to JKV.	0.30
10/20/2023	Cricut ARL	1200	JKV	Call with client re: PRIVILEGED (.2); Conf. w/ NJD re same (.1); Sent email to def counsel re requested client information (.1).	0.40
10/24/2023	Cricut ARL	1200	NJD	Printing docs for mediation, discussed with JKV.	0.40
10/25/2023	Cricut ARL	1200	JKV	Call with NJD before mediation to confer re strategy (.2).	0.20
10/25/2023	Cricut ARL	1200	JKV	Calls with NJD during mediation to confer re settlement negotiations, offers/counteroffers, & terms of potential deals (.4).	0.40

Date	Matter	M No.	Initials	Description	Time
10/25/2023	Cricut ARL	1200	NJD	Reviewing mediation logistics, signing up for JAMS access, confirming time and address.	0.30
10/25/2023	Cricut ARL	1200	NJD	Traveling to mediation.	1.30
10/25/2023	Cricut ARL	1200	NJD	Mediation.	8.80
10/25/2023	Cricut ARL	1200	NJD	Travel back.	0.90
10/25/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
10/26/2023	Cricut ARL	1200	JKV	Call with NJD re getting in touch with client re PRIVILEGED (.2).	0.20
10/26/2023	Cricut ARL	1200	NJD	Sent settlement announce to SAB, put PA dates on calendar.	0.30
10/26/2023	Cricut ARL	1200	NJD	Debrief with JKV.	0.20
10/27/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
10/30/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
11/1/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
11/6/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
11/9/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
11/14/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
11/17/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
11/21/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
11/27/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
12/1/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
12/14/2023	Cricut ARL	1200	JKV	Call with NJD re: preparing draft SA & settlement approval papers (.1).	0.10
12/14/2023	Cricut ARL	1200	NJD	Discussed preparing SA with JKV.	0.20
12/19/2023	Cricut ARL	1200	NJD	Check in with Navi.	0.20
12/21/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
12/26/2023	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
1/4/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: next steps in litigation / finalizing and executing term sheet & preparing PA motion (.2).	0.20
1/4/2024	Cricut ARL	1200	NJD	Reviewed status update.	0.20
1/5/2024	Cricut ARL	1200	NJD	Confer with Navi re next steps.	0.20
1/10/2024	Cricut ARL	1200	NJD	Reviewed docket.	0.10
1/16/2024	Cricut ARL	1200	NJD	Reviewed order rescheduling CMC, updating calendar.	0.20
1/16/2024	Cricut ARL	1200	RKA	Checked docket for updates & saved new docs; emailed attys.	0.20
1/24/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
1/30/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10

Date	Matter	M No.	Initials	Description	Time
2/1/2024	Cricut ARL	1200	JKV	Called client re PRIVILEGED (.1); sent email to client re PRIVILEGED (.1).	0.20
2/2/2024	Cricut ARL	1200	JKV	Call with client Heather Villegas re PRIVILEGED (.3).	0.30
2/5/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
2/13/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
2/14/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
2/16/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
2/20/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
2/26/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: status of draft SA / eta on receiving same from def counsel and sending poke email to def counsel re same & next steps in litigation (.2).	0.20
2/26/2024	Cricut ARL	1200	NJD	Emailed Navi.	0.10
2/26/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
2/27/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
3/1/2024	Cricut ARL	1200	NJD	Attention to SA.	0.20
3/1/2024	Cricut ARL	1200	NJD	Review of settlement agreement, mapped out timeline, sent to defense counsel, and marked calendar for drafting PA motion.	2.60
3/1/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
3/8/2024	Cricut ARL	1200	RKA	Checked docket for updates & saved new docs; emailed attys.	0.20
3/11/2024	Cricut ARL	1200	JKV	Call with client re PRIVILEGED (.2).	0.20
3/11/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
3/13/2024	Cricut ARL	1200	NJD	Drafted PA motion.	3.30
3/13/2024	Cricut ARL	1200	NJD	Corresponding with Paul Hastings re edits.	0.40
3/13/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
3/19/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
3/20/2024	Cricut ARL	1200	JKV	Call with client re PRIVILEGED (.2).	0.20
3/25/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
3/27/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re status of draft SA / poking def counsel re same & sent email to def counsel re: same (.2).	0.20
3/27/2024	Cricut ARL	1200	NJD	Checking in with JKV.	0.30
4/1/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: poking def counsel again re eta on responding re redlines to draft SA (.1).	0.10
4/1/2024	Cricut ARL	1200	NJD	Discussed status with JKV and emailed Navi re updates.	0.30
4/5/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10

Date	Matter	M No.	Initials	Description	Time
4/8/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re status of draft SA (.2); email exchange with client re PRIVILEGED (.2).	0.40
4/8/2024	Cricut ARL	1200	NJD	Update with JKV and Navi re signing settlement agreement.	0.20
4/9/2024	Cricut ARL	1200	JMF	Discussed jury deposit and next steps.	0.20
4/9/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re calling client to discuss material terms of SA & holding off on same until receipt of final execution copy from def counsel (.1).	0.10
4/9/2024	Cricut ARL	1200	NJD	Reviewed latest copy of SA.	0.40
4/10/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
4/11/2024	Cricut ARL	1200	NJD	Discussion re status with JKV.	0.10
4/15/2024	Cricut ARL	1200	JKV	Email exchange with client re: PRIVILEGED (.1).	0.10
4/16/2024	Cricut ARL	1200	NJD	Call with Navi.	0.20
4/16/2024	Cricut ARL	1200	NJD	Reviewed notice forms, sent edits to Navi.	0.40
4/17/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: poking def counsel re: circulating execution copy of SA for client's sig / eta on same (.1).	0.10
4/18/2024	Cricut ARL	1200	NJD	Final discussion re edits to claim from.	0.20
4/19/2024	Cricut ARL	1200	NJD	Reviewed latest redlines.	0.20
4/22/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re status of SA / exhibits to same & eta on receipt of execution copy for plaintiff's sig (.1).	0.10
4/22/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
4/26/2024	Cricut ARL	1200	NJD	Correspondance with Navi re status of SA, discussed with JKV.	0.30
4/29/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re poking def counsel re: circulating execution copy of SA / preparing same ourselves & sending to def counsel for confirmation re: final version ready for sigs (.2).	0.20
4/29/2024	Cricut ARL	1200	JKV	Call with client re: PRIVILEGED (.3).	0.30
4/29/2024	Cricut ARL	1200	JKV	Reviewed final pdf SA & purportedly "final" exhibits to same, saved clean pdf copies and combined same, added exhibit tabs, & circulated proposed final SA for execution to def counsel in email explaining preparation of same (.4).	0.40
4/29/2024	Cricut ARL	1200	JKV	Call with NJD re: def counsel email re: sending esign to client / responding to same (.2).	0.20
4/29/2024	Cricut ARL	1200	NJD	Checking in with Navi.	0.20
4/29/2024	Cricut ARL	1200	NJD	Status update with JKV.	0.20

Date	Matter	M No.	Initials	Description	Time
4/30/2024	Cricut ARL	1200	JKV	Received/reviewed final classwide SA from def counsel & prepared notes re material terms of same for client call (.5); Call with client re PRIVILEGED (.3); Sent PRIVILEGED to client for re PRIVILEGED (.1).	0.90
4/30/2024	Cricut ARL	1200	JKV	Reviewed completed esign from client & sent same to NJD via Adobe eSign for further execution (.2).	0.20
4/30/2024	Cricut ARL	1200	NJD	Call with JKV and responded to defense counsel re signature status.	0.30
4/30/2024	Cricut ARL	1200	NJD	Signing SA and sending to defense counsel.	0.30
5/1/2024	Cricut ARL	1200	RKA	Checked docket for updates.	0.10
5/7/2024	Cricut ARL	1200	NJD	Setting up call, discussed with defense counsel.	0.20
5/10/2024	Cricut ARL	1200	JKV	Email exchange with def counsel re: receipt of def-signed SA, issue with locking of eSigns, & getting client to re-sign SA in order to get compiled / fully executed version of same; call with client re PRIVILEGED; attempted to send def-signed version of SA to client for re-execution via Adobe eSign but could not do so do to issue with document; email exchange with NJD re same; & further call with client re PRIVILEGED (.5).	0.50
5/21/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: handling CMC on 5/31 (.1).	0.10
5/21/2024	Cricut ARL	1200	NJD	Catch up re CMC statement, ensured we're on track.	0.30
5/21/2024	Cricut ARL	1200	NJD	Discussed hearing with JKV.	0.20
5/22/2024	Cricut ARL	1200	JMF	Prepared and finalized notice of remote appearance for NJD; filed and served same.	0.60
5/22/2024	Cricut ARL	1200	NJD	Remote appearance request.	0.20
5/22/2024	Cricut ARL	1200	NJD	Setting up call.	0.20
5/28/2024	Cricut ARL	1200	NJD	Discussed upcoming status conference with team and dial-in logistics.	0.20
5/29/2024	Cricut ARL	1200	DLS	Reviewed Court's website; emailed status hearing information to Neal.	0.30
5/31/2024	Cricut ARL	1200	NJD	Coordination with Navi and Prashant re hearing.	0.30
5/31/2024	Cricut ARL	1200	NJD	Prepare for CMC (.8) and wait to be called (.3) and CMC (.2).	1.30
6/3/2024	Cricut ARL	1200	JKV	M&C call with NJD & def counsel re PA motion (.3).	0.30
6/3/2024	Cricut ARL	1200	NJD	Reviewed notice re further status conference.	0.20
6/3/2024	Cricut ARL	1200	NJD	Call with defense counsel and JKV re PA dates, deadlines, and next steps.	0.20
6/4/2024	Cricut ARL	1200	NJD	Confirming hearing date.	0.30
6/5/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: PA hearing in September & timeline for settlement approval (.1).	0.10
6/5/2024	Cricut ARL	1200	NJD	Discussed PA status with JKV.	0.20

Date	Matter	M No.	Initials	Description	Time
6/10/2024	Cricut ARL	1200	NJD	Email to Prashant re scheduling hearing.	0.30
6/11/2024	Cricut ARL	1200	NJD	Reschudling hearing.	0.20
6/14/2024	Cricut ARL	1200	NJD	Check in re PA edits.	0.20
6/26/2024	Cricut ARL	1200	JKV	Call with client re PRIVILEGED (.3).	0.30
7/16/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: status / catching up on developments while I was OOO for honeymoon & next steps in litigation (.2).	0.20
7/16/2024	Cricut ARL	1200	JKV	Reviewed settlement agreement and related materials re class size, settlement structure, notice plan, & form of distribution of settlement benefits; call with PLF re soliciting "not to exceed bids" from claims admins, settlement structure and administrative needs, & using Analytics versus other companies; prepared draft email to Analytics re same & forwarded to NJD for review, conf. w/ NJD re same; & finalized and sent email requesting bid from Analytics (1.1).	1.10
7/16/2024	Cricut ARL	1200	NJD	Reviewed admin email from JKV and call to discuss.	0.20
7/17/2024	Cricut ARL	1200	JKV	Email exchange with Caroline Barazesh of Analytics LLC regarding details about settlement structure and dissemination of class notice & distribution of settlement benefits for preparing bid for claim administration (.4).	0.40
7/17/2024	Cricut ARL	1200	JKV	Reviewed class admin bid from Analytics & conf. w/ NJD re same (.3); Sent follow up email to C.Barazesh requesting clarity re same (.2).	0.50
7/17/2024	Cricut ARL	1200	JKV	Sent Analytics bid to def counsel for review/approval in email re same (.2).	0.20
7/17/2024	Cricut ARL	1200	NJD	Emails with admins.	0.20
7/17/2024	Cricut ARL	1200	NJD	Finalizing bid and PA motion with JKV.	0.40
7/18/2024	Cricut ARL	1200	JKV	Email exchanges with C.Bazaresh of Analytics & defense counsel re: class admin bid (.4).	0.40
7/18/2024	Cricut ARL	1200	JKV	Further email exchanges with Analytics and def counsel re: data security (.3); Reviewing & finalizing PA motion, calls with NJD re same, & began preparing supporting documentation ISO PA (3.3).	3.60
7/18/2024	Cricut ARL	1200	NJD	Touch base with JKV re PA status and review.	0.20
7/18/2024	Cricut ARL	1200	NJD	Confer with JKV re next steps to file PA motion.	0.30
7/19/2024	Cricut ARL	1200	JKV	Continued preparing papers ISO PA motion (1.9).	1.90

Date	Matter	M No.	Initials	Description	Time
7/22/2024	Cricut ARL	1200	JKV	Finalized draft client declaration & sent to NJD for review, drafted proposed order granting PA & attorney declaration ISO PA & sent to NJD for review, received & reviewed NJD redlines to draft client declaration and implemented same, call with client re PRIVILEGED, and converted final client declaration to pdf and sent to client for signature via Adobe eSign (2.9); Call with NJD re draft PO and Venditti Decl. (.2).	3.10
7/22/2024	Cricut ARL	1200	JKV	Retrieved & reviewed signed client declaration, continued preparing papers ISO PA motion, filled in placeholders to and reviewed/edited draft PA motion, email exchanges and call with NJD re same, & updated Box re same (2.1).	2.10
7/22/2024	Cricut ARL	1200	NJD	Reviewed client declaraiton.	0.30
7/23/2024	Cricut ARL	1200	JKV	Email exchange with NJD re: draft proposed order granting PA (.1); Forwarded same to def counsel for review by email (.1).	0.20
7/23/2024	Cricut ARL	1200	NJD	Reviewing draft PA order and Venditti declaration.	1.10
7/25/2024	Cricut ARL	1200	JKV	Reviewed & made edits to draft PO granting PA & circulated updated version to def counsel for review (.4).	0.40
8/1/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re: eta on finalizing/filing PA motion & waiting for redlines from def cousnel to draft proposed order granting PA (.1).	0.10
8/5/2024	Cricut ARL	1200	JKV	Sent poke email to def counsel re: circulating edits to draft proposed order granting PA (.1).	0.10
8/6/2024	Cricut ARL	1200	JKV	Reviewed def counsel redlines to draft proposed order granting PA & revised same (.8).	0.80
8/6/2024	Cricut ARL	1200	JKV	Reviewed & finalized PA motion docs, updated Box re same, & sent final pdfs to def counsel in email re same (.5).	0.50
8/6/2024	Cricut ARL	1200	NJD	Reviewed draft PO order.	0.30
8/6/2024	Cricut ARL	1200	NJD	Coordinating with JKV re finalization of PA motion.	0.30
8/7/2024	Cricut ARL	1200	JMF	Discussed next steps with DLS.	0.20
8/19/2024	Cricut ARL	1200	JKV	Call with client re: PRIVILEGED (.3).	0.30
8/21/2024	Cricut ARL	1200	JKV	Email exchange with def counsel re: proposed edits to PA motion (.1).	0.10
8/21/2024	Cricut ARL	1200	NJD	Confer re PA edits.	0.20
8/22/2024	Cricut ARL	1200	DLS	Filed and served preliminary approval motion.	0.80
8/22/2024	Cricut ARL	1200	JMF	Assisted with finalizing and filing prelim approval brief.	0.50

Date	Matter	M No.	Initials	Description	Time
8/22/2024	Cricut ARL	1200	JKV	Reviewed def counsel's suggested edits to near-final PA motion & implemented same (among other technical revisions), finalized PA motion & supporting docs, updated final to file folder on Box with final pdfs, & call with NJD re doing final review of same (1.1).	1.10
8/22/2024	Cricut ARL	1200	JKV	Email exchange and call with NJD re final edits to make to PA motion, implented same, updated Box, & sent email to Litigation Team requesting filing help (.8).	0.80
8/22/2024	Cricut ARL	1200	NJD	Reviewing draft PA motion.	0.40
8/22/2024	Cricut ARL	1200	NJD	Confirmed PA motion is on file, reviewed final drafts and assisted.	0.30
8/30/2024	Cricut ARL	1200	JMF	Checked docket for updates.	0.10
10/1/2024	Cricut ARL	1200	JMF	Finalized, filed, and served NJD remote appearance.	0.50
10/1/2024	Cricut ARL	1200	NJD	Discussed remote appearance procedure with DS.	0.20
10/1/2024	Cricut ARL	1200	NJD	Notice of remote appearance.	0.20
10/7/2024	Cricut ARL	1200	JKV	Conf. w/ JMF re engaging court reporter for PA hearing this Friday (.1); Email exchange with def counsel re same (.1).	0.20
10/7/2024	Cricut ARL	1200	JKV	Email exchange with DSS re Veritas confirmation re court reporter for PA hearing (.1).	0.10
10/10/2024	Cricut ARL	1200	JKV	Reviewed tentative order granting PA (.4); Call with NJD re same (.3); Email exchange & call with def counsel re: resting on tentative ruling & informing court re same / reviewed draft letter (.3); Call with DSS re cancelling court reporter for tomorrow's hearing (.2).	1.20
10/10/2024	Cricut ARL	1200	NJD	Printing docs and ensuring dial-in info fro tomorrow.	0.20
10/10/2024	Cricut ARL	1200	NJD	Preparing for hearing.	2.50
10/11/2024	Cricut ARL	1200	JKV	Sent email to def counsel re draft proposed order (.1).	0.10
10/11/2024	Cricut ARL	1200	JKV	Call with NJD re PA hearing debrief & next steps (.3).	0.30
10/11/2024	Cricut ARL	1200	JKV	Sent email to def counsel re: notice/approval schedule (.1).	0.10
10/11/2024	Cricut ARL	1200	NJD	PA hearing and final prep.	1.80
10/11/2024	Cricut ARL	1200	NJD	Discussed dates and deadlines with JKV.	0.30
10/14/2024	Cricut ARL	1200	JMF	Checked docket; saved and circulated new documents.	0.20
10/15/2024	Cricut ARL	1200	JMF	Finalized, filed, and served proposed order.	0.60
10/15/2024	Cricut ARL	1200	JKV	Call with client re PRIVILEGED / PA granted & next steps (.3); Reviewed draft proposed PA order from def counsel & forwarded draft to NJD for review in email re same (.3); Email exchange with NJD re same (.1); Sent email to Litigation Team requesting filing help re proposed order (.1).	0.80

Date	Matter	M No.	Initials	Description	Time
10/15/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re final proposed order to be filed from JMF / attachments to same (.2); Sent email to JMF re filing final PO (.1).	0.30
10/15/2024	Cricut ARL	1200	NJD	Reviewed draft PO.	0.40
10/15/2024	Cricut ARL	1200	NJD	Reviewing PO order and authorizing filing with JKV.	0.30
10/15/2024	Cricut ARL	1200	NJD	Confirmed PO was filed.	0.20
10/21/2024	Cricut ARL	1200	JMF	Checked docket.	0.10
10/21/2024	Cricut ARL	1200	NJD	Paying invoice.	0.20
10/22/2024	Cricut ARL	1200	JKV	Call with NJD re: 10/11 Minute Order, proposed order granting PA, & deadlines from same (.2).	0.20
10/22/2024	Cricut ARL	1200	NJD	Check in with JKV re status of PA order.	0.20
10/22/2024	Cricut ARL	1200	NJD	Checking in re status of PA order.	0.30
10/25/2024	Cricut ARL	1200	JKV	Call with def counsel re: minute order granting PA, disseminating notice, & timeline for same (.3); conf. with NJD re same / next steps (.1); sent email to settlement administrator re: setting up call with all counsel to discuss dissemination of notice & approval timeline (.2).	0.60
10/25/2024	Cricut ARL	1200	NJD	Call re notice program.	0.30
10/25/2024	Cricut ARL	1200	NJD	Coordinating call with JKV.	0.20
10/28/2024	Cricut ARL	1200	NJD	Scheduling call.	0.20
11/1/2024	Cricut ARL	1200	JKV	Call with all counsel & Analytics re: settlement administration / next steps (.3); Conf. w/ NJD re same (.1).	0.40
11/1/2024	Cricut ARL	1200	JKV	Reviewed proposed notice/approval schedule from settlement administrator (.2).	0.20
11/1/2024	Cricut ARL	1200	NJD	Settlement kick-off call, compiling docs to send to admin.	0.50
11/1/2024	Cricut ARL	1200	NJD	Reviewing schedule and next steps.	0.20
11/4/2024	Cricut ARL	1200	NJD	Calendared deadlines and reviewed agreement.	0.40
11/7/2024	Cricut ARL	1200	NJD	Assisting notice admin.	0.30
11/11/2024	Cricut ARL	1200	NJD	Checking in on notice status.	0.20
11/12/2024	Cricut ARL	1200	NJD	Attention to notice campaign.	0.30
11/13/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re receipt of notice materials from settlement admin & reviewing same (.1).	0.10
11/13/2024	Cricut ARL	1200	NJD	Discussed notice materials with JKV.	0.10
11/13/2024	Cricut ARL	1200	NJD	Reviewed notice materials.	0.40
11/14/2024	Cricut ARL	1200	NJD	Responding to claims admin re revisions to claim form.	0.20

Date	Matter	M No.	Initials	Description	Time
11/14/2024	Cricut ARL	1200	NJD	Edits to claim form.	0.20
11/14/2024	Cricut ARL	1200	NJD	Reviewed settlement website.	0.40
11/15/2024	Cricut ARL	1200	JMF	Saved and circulated order.	0.20
11/15/2024	Cricut ARL	1200	NJD	Reviewing formal PA order, updating claims admin and reviewed new deadlines.	0.40
11/15/2024	Cricut ARL	1200	NJD	Reviewing revised notice materials.	0.30
11/16/2024	Cricut ARL	1200	NJD	Reviewed edits to notices.	0.20
11/16/2024	Cricut ARL	1200	NJD	Delegated notice issues to JKV.	0.20
11/17/2024	Cricut ARL	1200	NJD	Discussed claims period with Navi, updated notices.	0.40
11/18/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re notice documents & settlement website (.2).	0.20
11/19/2024	Cricut ARL	1200	JKV	Conf. w/ NJD re settlement website (.1).	0.10
11/20/2024	Cricut ARL	1200	JKV	Email exchange with settlement administrator re draft settlement website (.1).	0.10
11/26/2024	Cricut ARL	1200	NJD	Assisting with claims.	0.20
12/5/2024	Cricut ARL	1200	JKV	Call with A.Danao re update for client about PRIVILEGED (.2).	0.20
12/11/2024	Cricut ARL	1200	NJD	Dealing with question from claims admin.	0.30
12/17/2024	Cricut ARL	1200	NJD	Ensuring that fee petition is in progress.	0.30
12/17/2024	Cricut ARL	1200	NJD	Client W-9.	0.20
12/26/2024	Cricut ARL	1200	JMF	Checked docket.	0.10

Bursor & Fisher, P.A. - Cricut ARL Expenses			
		\$55.00	Court Fees
		\$4,657.11	Litigation Expense
		\$50.08	Meals and Entertainment
		\$7,232.50	Mediation Fees
		\$45.66	Postage and Delivery
		\$26.69	Research Expense
		\$983.80	Transcript Fees
		\$3,200.38	Travel Expense
		\$16,251.22	Total Expenses
Court Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.03.10	Cricut ARL	\$5.00	Superior Court of CA - San Diego Cnty
2023.04.03	Cricut ARL	\$5.00	Superior Court of CA - San Diego Cnty
2023.08.04	Cricut ARL	\$6.00	Superior Court of CA - San Diego Cnty
2023.08.14	Cricut ARL	\$3.00	Superior Court of CA - San Diego Cnty
2024.01.17	Cricut ARL	\$2.00	Courts/USSC-CA-San Diego
2024.01.17	Cricut ARL	\$6.60	Courts/USSC-CA-San Diego
2024.03.11	Cricut ARL	\$2.00	Courts/USSC-CA-San Diego
2024.07.18	Cricut ARL	\$17.40	Courts/USSC-CA-San Diego
2024.10.15	Cricut ARL	\$6.00	Courts/USSC-CA-San Diego
2024.10.22	Cricut ARL	\$2.00	Courts/USSC-CA-San Diego
		\$55.00	Total Court Fees
Litigation Expense			
DATE	MATTER	AMOUNT	DESCRIPTION
2022.02.10	Cricut	\$12.35	One Legal
2022.04.05	Cricut	\$1,543.61	File & Serve
2022.05.04	Cricut ARL	\$194.50	File & Serve
2022.06.16	Cricut ARL	\$94.00	Court Call
2023.04.12	Cricut ARL	\$1,591.00	First Legal Network Insurance Services LLC
2023.04.12	Cricut ARL	\$12.50	First Legal Network Insurance Services LLC
2023.04.12	Cricut ARL	\$276.80	First Legal Network Insurance Services LLC
2023.08.14	Cricut ARL	\$12.50	First Legal Network Insurance Services LLC
2023.09.11	Cricut ARL	\$12.50	First Legal Network Insurance Services LLC
2024.06.14	Cricut ARL	\$14.95	First Legal Network Insurance Services LLC
2024.10.22	Cricut ARL	\$795.00	Veritext
2024.10.25	Cricut ARL	\$81.70	First Legal Network Insurance Services LLC
2024.11.08	Cricut ARL	\$15.70	First Legal Network Insurance Services LLC
		\$4,657.11	Total Litigation Expense
Meals and Entertainment			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.01.10	Cricut ARL	\$12.42	Sammy's Cafe
2023.01.10	Cricut ARL	\$37.66	The Melt
		\$50.08	Total Meals and Entertainment

Mediation Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2022.09.28	Cricut ARL	\$7,175.00	JAMS, Inc.
2023.02.07	Cricut ARL	-\$6,700.00	JAMS, Inc.
2023.10.12	Cricut ARL	\$7,175.00	JAMS, Inc.
2023.12.13	Cricut ARL	-\$417.50	JAMS, Inc.
		\$7,232.50	Total Mediation Fees
Postage and Delivery			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.02.09	Cricut ARL	\$45.66	FedEx
		\$45.66	Total Postage and Delivery
Research Expense			
DATE	MATTER	AMOUNT	DESCRIPTION
2021.11.29	Cricut ARL	\$9.99	Cricut
2023.05.05	Cricut ARL	\$16.70	PACER
		\$26.69	Total Research Expense
Transcript Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.01.19	Cricut ARL	\$983.80	Veritext, LLC
		\$983.80	Total Transcript Fees
Travel Expense			
DATE	MATTER	AMOUNT	DESCRIPTION
2022.06.07	Cricut ARL	\$1,607.20	United
2023.01.04	Cricut ARL	\$571.95	Southwest Airlines
2023.01.10	Cricut ARL	\$40.00	ELM Property Venture
2023.01.11	Cricut ARL	\$521.83	Residence Inn
2023.01.14	Cricut ARL	\$211.60	WC Airport Service
2023.01.15	Cricut ARL	\$232.80	WC Airport Service
2023.10.26	Cricut ARL	\$3.00	Bart Parking
2023.10.26	Cricut ARL	\$12.00	Bart Clipper
		\$3,200.38	Total Travel Expense



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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 repellents.

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 repellents.

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 repellents.

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 repellents.

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 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

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

Jonathan is admitted to the State Bar of Florida and the bars of the United States District Courts for the Southern and Middle Districts of Florida.

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.

Ines is admitted to the State Bar of California.

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

Communication at Arizona State University in 2016 and earned a master's degree from the University of Southern California in 2018.

JOSHUA R. WILNER

Joshua Wilner is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation, data privacy, consumer protection, and class actions. Joshua was a Summer Associate at Bursor & Fisher prior to joining the firm full time in Fall 2023.

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.

Kyle is admitted to the State Bar of New York.

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.