

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

GRACE MURRAY, AMANDA ENGEN,
STEPHEN BAUER, JEANNE TIPPETT,
ROBIN TUBESING, NIKOLE SIMECEK,
MICHELLE MCOSKER, JACQUELINE
GROFF, and HEATHER HALL, on behalf of
themselves and others similarly situated,

Plaintiffs,

v.

GROCERY DELIVERY E-SERVICES USA
INC. DBA HELLO FRESH,

Defendant.

Case No. 1:19-cv-12608-WGY

**DECLARATION OF ANTHONY PARONICH IN SUPPORT OF PLAINTIFFS
MOTION FOR FEES, COSTS, AND SERVICE AWARDS**

I, Anthony Paronich, declare:

1. I am attorney of record for Plaintiffs in this case and am knowledgeable of the factual allegations and legal arguments in the litigation.

2. I have knowledge of the facts set forth in this declaration. If called as a witness to testify, I could and would be competent to testify to these facts.

3. I am making this declaration in support of Plaintiffs' Motion for Fees, Costs, and Class Representative Service Awards.

4. HelloFresh is a subscription-based meal-kit delivery service with U.S. headquarters in New York, New York. HelloFresh provides an "automatic, recurring weekly subscription" for meal kit delivery.

5. In 2015, HelloFresh started a “win back” telephone campaign targeting Plaintiffs and other consumers who deactivated, rather than paused, their HelloFresh accounts in the previous two years.

6. HelloFresh ran the campaign for approximately five years and contracted various vendors to make its calls: The Office Gurus, Ltd. (“TOG”), Akorbi BPO, LLC, Innovative Vision Marketing, Inc., Talk2Rep, Inc. d/b/a Outplex, and RSVP (Media Response) Ltd.

7. During the campaign, HelloFresh’s vendors placed calls to consumers, and Plaintiffs alleged the calls were placed without their consent.

8. HelloFresh’s contracts prevented the vendors it hired from engaging in conduct violating the TCPA.

9. I am familiar with the procedural history of this case. After filing cases in this Court and another case in the federal district court in Minnesota, HelloFresh vigorously opposed Plaintiffs’ claims in both cases, moving to compel arbitration. HelloFresh argued that arbitration clauses in its online terms and conditions barred the claims in both cases.

10. In order to respond to that motion, Class Counsel had to engage a forensic IT consultant, Vestige Ltd., to analyze relevant browser and website histories to evaluate the purchase process and HelloFresh’s disclosures.

11. As HelloFresh’s appeals were pending in the First and Eighth Circuits, Class Counsel continued to investigate HelloFresh’s telemarketing practices, serving document subpoenas on the Better Business Bureau in New York, where HelloFresh is headquartered in the United States.

12. Meanwhile in this Court, Class Counsel aggressively pursued discovery, analyzing documents and investigating HelloFresh's telemarketing campaign. Between first-party and third-party discovery, the parties exchanged over 20,000 pages of documents.

13. Plaintiffs hired a second expert, Aaron Woolfson, to evaluate HelloFresh's dialing system and to identify putative class members from HelloFresh's call data.

14. During discovery, the parties' counsel met and conferred over several discovery disputes.

15. Plaintiffs learned HelloFresh had hired four additional third-party vendors to make its marketing calls, which HelloFresh did not disclose in its initial disclosures and refused to identify in discovery.

16. Plaintiff Murray subsequently served subpoenas on those vendors.

17. The parties agreed to mediate all three cases (MN, MA and NY) on October 7, 2020 with the Hon. George H. King (Ret.) of JAMS.

18. Settlement negotiations continued into the following week, and on October 12, 2020 the parties reached a global nationwide class settlement that HelloFresh's Board of Directors in Germany approved.

19. The Settlement achieved in this case is one of the largest TCPA class action settlements in recent years and the largest in Massachusetts federal court history.

20. If the Court approves the fees and costs requested and the Service Award, and the final number of claims reaches the conservative projections, the distribution to each current claimant would be approximately \$50.

21. I have been appointed class counsel in more than 35 TCPA cases, including the following:

- i. Desai and Charvat v. ADT Security Services, Inc., USDC, N.D. Ill., 11-CV-1925, a TCPA class settlement of \$15,000,000 granted final approval on June 21, 2013.
- ii. Jay Clogg Realty Group, Inc. v. Burger King Corporation, USDC, D. Md., 13-cv-00662, a TCPA class settlement of \$8,500,000 granted final approval on April 15, 2015.
- iii. Charvat v. AEP Energy, Inc., USDC, N.D. Ill., 1:14-cv-03121, a TCPA class settlement of \$6,000,000 granted final approval on September 28, 2015.
- iv. Bull v. US Coachways, Inc., USDC, N.D. Ill., 1:14-cv-05789, a TCPA class settlement finally approved on November 11, 2016 with an agreement for judgment in the amount of \$49,932,375 and an assignment of rights against defendant's insurance carrier.
- v. Smith v. State Farm Mut. Auto. Ins. Co., et. al., USDC, N.D. Ill., 1:13-cv-02018, a TCPA class settlement of \$7,000,000.00 granted final approval on December 8, 2016.
- vi. Mey v. Frontier Communications Corporation, USDC, D. Conn., 3:13-cv-1191-MPS, a TCPA class settlement of \$11,000,000 granted final approval on June 2, 2017.
- vii. Heidarpour v. Central Payment Co., USDC, M.D. Ga., 15-cv-139, a TCPA class settlement of \$6,500,000 granted final approval on May 4, 2017.
- viii. Abante Rooter and Plumbing, Inc. v. Birch Communications, Inc., USDC, N.D. Ga., 1:15-CV-03562-AT, a TCPA class settlement of \$12,000,000 granted final approval on December 14, 2017.
- ix. Abante Rooter and Plumbing, Inc. v. Pivotal Payments, Inc., USDC, N.D. Ca., 3:16-cv-05486-JCS, a TCPA class settlement of \$9,000,000 granted final approval on October 15, 2018.
- x. In re Monitronics International, Inc., USDC, N.D.W. Va., 1:13-md-02493-JPB-JES, a TCPA class settlement of \$28,000,000 granted final approval on June 12, 2018.
- xi. Charvat v. Carnival Corporation & PLC, et. al., USDC, ND. Ill., 1:13-cv-00042, a TCPA class settlement of \$12,500,000 granted final approval in April of 2020.
- xii. Loftus v. Sunrun, Inc., USDC, N.D. Ca., 3:19-cv-1608, a TCPA class settlement of \$5,500,000 granted preliminary approval on September 25, 2020.

22. I litigated the case that was tried to verdict in *Thomas Krakauer v. Dish Network, L.L.C.*, Civil Action No. 1:14-CV-333, Dkt. No. 292 (M.D.NC. September 9, 2015), a certified

TCPA class action which resulted in more than a \$61,000,000 award for approximately 50,000 telemarketing calls after a five-day trial, which is one of the few TCPA class action matters to go to trial.

23. Class Counsel have recovered over \$150,000,000 in TCPA judgments and settlements for recipients of robocalls.

24. Class Counsel performed the legal work for all three cases on an entirely contingent basis.

25. HelloFresh's contracts prevented the vendors it hired from engaging in conduct violating the TCPA.

26. My firm's costs in this case are \$19,616. These costs are associated with expert fees; costs associated with creating and maintaining an electronic document database; online legal research costs; filing fees and mediation costs.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this ____ day of March, 2021, at _____, _____.

ANTHONY PARONICH