

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

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

Plaintiffs,

v.

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

Defendant.

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Case No. 19-cv-12608-WGY

**SUPPLEMENTAL SETTLEMENT AGREEMENT AND RELEASE**

## PREAMBLE

It is hereby stipulated and agreed by and among the undersigned Parties (defined below), subject to the approval of the Court, that the settlement of this Action (defined below) shall be effectuated pursuant to the terms and conditions set forth in this Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”).

Consistent with the terms of this Settlement Agreement and pursuant to the Final Approval Order that was entered on October 5, 2021, the Parties believe that the Court in its discretion should call for the immediate distribution of Settlement Funds. This Settlement Agreement addresses concerns raised by the sole objector, Sarah McDonald, and it provides additional relief to the NDNC Settlement Class Members. To the extent the Court requires additional preliminary and final approval briefing, and notice to the class, the briefing and notice will be consistent with the terms contemplated herein.

## RECITALS

The following recitals are incorporated by reference and are considered part of the Settlement Agreement:

**A.** On December 30, 2019, plaintiff Grace Murray filed a putative class action complaint (the “Complaint”) in the United States District Court for the District of Massachusetts against Grocery Delivery E-Services USA Inc. d/b/a HelloFresh (“HelloFresh” or “Defendant,” and together with Plaintiff, the “Parties”) captioned *Grace Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, Case No. 19-cv-12608-WGY (the “Action”). The Complaint alleged that HelloFresh violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by, among other claims, placing unsolicited telemarketing calls to Plaintiff and members of the putative class on residential telephone numbers listed on the National Do Not Call Registry.

**B.** On November 11, 2020, plaintiff Murray filed a First Amended Complaint adding the following additional plaintiffs and new claims: Jeanne Tippet, Stephen Bauer, Robin Tubesing, Nikole Simecek, Michelle McOsker, Jacqueline Groff, and Heather Hall.

**C.** On November 22, 2020, Plaintiffs filed a motion for preliminary approval of a class settlement reached with the assistance of Hon. George H. King (Ret.) of JAMS. The Court granted preliminary approval of the parties' settlement on December 28, 2020, and ordered that notice be issued to the settlement class consistent with the settlement agreement.

**D.** The Court-appointed settlement administrator subsequently sent direct notice to the settlement class via email and, where email was unavailable, via U.S. mail. The settlement administrator also set up a website dedicated to the settlement to provide notice and settlement information to the settlement class.

**E.** On October 15, 2021, the U.S. District Court presiding over the Action issued an order granting final approval of a prior class action settlement over the objection of Objector Sarah McDonald (the "Objector"). The Objector appealed to the U.S. Circuit Court of Appeal for the First Circuit, which on December 16, 2022, issued a ruling reversing the final approval order of the District Court and remanding for further proceedings.

**F.** On October 10, 2023, plaintiffs filed a Second Amended Complaint limiting the individual and class claims to unsolicited telemarketing calls to plaintiffs on residential telephone numbers listed on the National Do Not Call Registry.

**G.** HelloFresh disputes Plaintiffs' allegations in the Complaint and maintains that it complied with the TCPA and all applicable laws. The Parties are entering into this Agreement to avoid the risk and expense of further litigation, to resolve all disputes that have arisen between them, and to settle any and all claims that do or may exist in the past, present, or future. The Parties

and the Objector believe that this new Agreement moots the concerns of the First Circuit to the initial settlement.

**H.** This Settlement Agreement is the result of good faith, arm's-length settlement negotiations that took place only after the Parties engaged in discovery and an appeal to a prior class action settlement to the U.S. Court of Appeal for the First Circuit by the Objector. The Parties have exchanged information through discovery, have participated in multiple mediations including with the Hon. George H. King (Ret.) of JAMS and the Hon. Patrick J. King (Ret.), Chief Settlement Count for the U.S. Circuit Court of Appeals for the First Circuit. The Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions.

**I.** The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Settlement Agreement. The Parties desire and intend to effect a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein.

**J.** The Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be fully and finally settled and the Action dismissed with prejudice under the following terms and conditions.

## **AGREEMENT**

### **1. DEFINITIONS**

In addition to the definitions included above, and in the Distribution Plan (Section 3) of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some

of the definitions in this section use terms that are defined later in the section. All defined terms are in bold-face font and listed in alphabetical order:

**1.1 Action.** Refers to *Grace Murray et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, Case No. 19-cv-12608-WGY (D. Mass.), including in particular the operative Second Amended Complaint (Dkt. 153).

**1.2 Agreement or Settlement Agreement.** This document, including all exhibits.

**1.3 Authorized Claimant.** A Claimant who previously submitted a timely and valid Claim Form under the Settlement and did not validly request exclusion from the Settlement Class.

**1.4 Claim.** A request by a Settlement Class Member for payment previously submitted.

**1.5 Claimant.** A Settlement Class Member who previously submitted a Claim Form with the claims process described in Section 3.

**1.6 Claim Form.** The document Settlement Class Members submitted to request payment pursuant to this Agreement.

**1.7 Class List.** The database that HelloFresh's Counsel provided, subject to approval from Settlement Class Counsel, to the Settlement Administrator, which includes, among other things, the phone number, email addresses, if any, and postal addresses, if any, of Settlement Class Members.

**1.8 Class Period.** From September 5, 2015 through December 31, 2019.

**1.9 Court.** United States District Court, District of Massachusetts

**1.10 Cy Pres Recipients.** National Consumer Law Center.

**1.11 Distribution Plan.** The plan, set forth in Section 3, for distributing the Settlement Fund.

**1.12 HelloFresh's Counsel.** Sheppard, Mullin, Richter & Hampton LLP.

**1.13 Effective Date.** The first date after which the following events and conditions have occurred: (a) the Court has entered a Final Judgment; and (b) the Final Judgment has become final in that the time for appeal or writ has expired or, if any appeal and/or petition for review is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, this Agreement will be terminated and cancelled and the Parties will be returned to their positions *status quo ante* with respect to the Action as if this Agreement had not been entered into.

**1.14 Fees, Costs, and Expenses Award.** The amount of attorneys' fees and reimbursement of costs and expenses awarded to Settlement Class Counsel and/or counsel for the Objector by the Court from the Settlement Fund.

**1.15 Individual Allocated Payment Amount.** Defined by mathematical formula in the Distribution Plan. The checks sent to Authorized Claimants shall be in that Authorized Claimant's Individual Allocated Payment Amount.

**1.16 Initial Payments.** The sum of the following amounts: Service Payment, and any Fees, Costs, and Expenses Award, and any fees and costs of the Settlement Administrator due to be paid from the Settlement Fund pursuant to Section 2.1.

**1.17 Objector.** Sarah McDonald, a member of the Settlement Class.

**1.18 Objector's Counsel.** Law office of Eric Alan Isaacson, C. Benjamin Nutley, Attorney at Law, and Law Office of John W. Davis.

**1.19 NDNCR.** National Do Not Call Registry.

**1.20 Net Settlement Fund.** The Settlement Fund, reduced by the Initial Payments.

**1.21 Plaintiffs.** Grace Murray, Jeanne Tippet, Stephen Bauer, Robin Tubesing, Nikole Simecek, Michelle McOsker, Jacqueline Groff, and Heather Hall.

**1.22 Pro Rata Multiplier.** Defined by mathematical formula in the Distribution Plan.

**1.23 Released Claims.** Any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to the Released Parties' use of any telephone and/or any telephone dialing equipment to contact or attempt to contact Members of the Settlement Class. This release expressly includes, but is not limited to, all claims under the Telephone Consumer Protection Act and corollary or similar state laws or enactment of any other statutory or common law claim arising. The Released Claims include any and all claims that were brought or could have been brought in the Action.

**1.24 Released Parties.** HelloFresh and each of its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and those working on behalf of each of them including but not limited to the vendors used to make the calls, and each



of their respective executors, successors, assigns, and legal representatives. The release of any third parties is limited to any actions taken on behalf of HelloFresh.

**1.25 Releasing Parties.** Plaintiffs and all other Settlement Class Members, and their respective assigns, heirs, executors, administrators, successors, and agents, and all those who claim through them or who assert claims (or could assert claims) on their behalf. The definition of Releasing Parties shall exclude members of the prior class certified for settlement who are not members of the Settlement Class under the Second Amended Complaint, including individuals who have exclusively Automatic Telephone Dialing System (“ATDS”) or Internal Do Not Call (“IDNC”) claims, and who do not have NDNCR claims.

**1.26 Service Payment.** One-time payment to the Plaintiffs as set forth in Section 2.1.3.

**1.27 Settlement Administrator.** Subject to Court approval, Kurtzman Carson Consultants, LLC.

**1.28 Settlement Class or Class.** All persons in the United States from September 5, 2015 to December 31, 2019 to whom HelloFresh, either directly or by a vendor of HelloFresh, placed at least two telemarketing calls during any 12-month period where their phone numbers appeared on the NDNCR for at least 31 days before the calls. Excluded from the Settlement Class are: (1) the Judge presiding over the Action (or the Judge or Magistrate presiding over the action through which this matter is presented for settlement), and members of their families; (2) the Defendants, their parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and Defendant’s current or former officers and directors; (3) persons who properly executed and filed a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded person(s).

**1.29 Settlement Class Counsel.** Paronich Law, P.C.; Turke & Strauss LLP; Robins Kaplan LLP.

**1.30 Settlement Class Member(s) or Class Member(s).** All persons or entities who fall within the Settlement Class.

**1.31 Settlement Fund.** HelloFresh agrees to pay \$11 million dollars (\$11,000,000) to create a non-reversionary, capped Settlement Fund. HelloFresh shall owe no interest on the Settlement Fund. The Settlement Fund shall represent the maximum payment to be paid by HelloFresh and will be used to pay all approved claims, costs of administration, and permitted fees, costs and/or service awards. In no event will HelloFresh be required to pay more than the capped Settlement Fund.

**1.32 Settlement Website.** A website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of the proposed settlement.

**1.33 Unknown Claims.** Claims that the Releasing Parties do not know or suspect to exist in their favor at the time of their granting a release, which if known by them might have affected their settlement of the Action. With respect to any and all Released Claims against any and all Released Parties, the Parties stipulate and agree that each Releasing Party shall have expressly waived the provisions, rights, and benefits of Cal. Civ. Code § 1542 or any federal, state, or foreign law, rule, regulation, or common-law doctrine that is similar, comparable, equivalent, or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN

BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” Each of the Releasing Parties shall be deemed to have acknowledged, and by operation of the Final Judgment acknowledges, that he/she/it is aware that he/she/it may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the Released Claims, but it is his/her/its intention to, and each of them shall be deemed upon the Effective Date to have, waived and fully, finally, and forever settled and released any and all Released Claims, whether known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

## **2. SETTLEMENT CONSIDERATION (BENEFITS AND RELEASE OF CLAIMS)**

### **2.1 Settlement Fund.**

**2.1.1 Payment of the Settlement Fund.** On or before fourteen (14) calendar days after entry of a Final Order, HelloFresh shall pay the Settlement Fund amount.

**2.1.2 Settlement Class Member Benefits.** Settlement Class Members shall be eligible to receive monetary benefits from the Net Settlement Fund in accordance with the Distribution Plan.

**2.1.3 Service Payment.** Plaintiffs may apply to the Court for an award of Service Payment, and HelloFresh reserves the right to respond to such request as it deems appropriate. The Settlement Administrator shall pay any Service Payment awarded by the Court from the Settlement Fund. The finality or effectiveness of the settlement will not be dependent on the Court awarding Plaintiff any particular amount of their Service Payment.

**2.1.4 Settlement Class Counsel’s and Objector’s Counsel Fees, Costs, and Expenses.** Settlement Class Counsel and Objector’s Counsel may make a reasonable request for

fees, costs, and expenses to the Court of up to 27% of the Net Settlement Fund, with Settlement Class Counsel requesting no more than 20% of the Net Settlement Fund and Objector's Counsel requesting no more than 7% of the Net Settlement Fund. The Parties and Objector agree that such fee requests up to these respective amounts are fair and reasonable and they further agree not to oppose or otherwise respond to any such fee requests up to these amounts. Any attorneys' fees, costs, and expenses awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund. The finality or effectiveness of the settlement will not be dependent on the Court awarding Settlement Class Counsel any particular amount of their Fees, Costs, and Expenses Award.

**2.1.5 Settlement Administrator and Notice and Administrative Costs.** Cost of distributing payment shall be paid from the Settlement Fund, or in the event such costs and expenses are incurred but the Effective Date does not occur, shall be paid by HelloFresh.

**2.2 Releases.**

**2.2.1 Release of Settlement Class Claims.** The Parties intend that this Agreement will fully and finally dispose of the Action and any and all Released Claims against the Released Parties. As of the Effective Date, each Releasing Party will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all Released Claims.

**2.2.2 Tolling of Unreleased Claims:** HelloFresh may rely on applicable statute of limitations defenses for any subsequent claims not released by this settlement and brought by individuals who were within the class definition of the prior settlement, subject to tolling of those claims during the pendency of this case. However, HelloFresh agrees that tolling of the right to bring the claims as a class or collective action shall be coextensive with the tolling of the statute

of limitations on the claims. The parties intend by this provision to avoid contractually the result in *China Agritech v. Resh*, 138 S.Ct. 1800 (2018), to the extent its holding might otherwise apply, relating to tolling only; HelloFresh retains the right to assert any other defenses or objections it may have to class treatment of subsequent claims.

**2.2.3 Any Future Claims For Violation Of The TCPA Not Subject To Arbitration.** In the event that any of the Settlement Class Members have future claims for violation of the TCPA based on future calls not subject to this Settlement Agreement, they are not releasing such claims and HelloFresh agrees that if any such claims are filed in a court of law within four years of the Effective Date, HelloFresh will not seek to compel arbitration of any such claims.

### **3. DISTRIBUTION PLAN**

**3.1.1 Additional Instructions Regarding Service Payment.** Class Counsel shall provide the Settlement Administrator with Plaintiffs' relevant Form W-9 and instructions for payment. The Settlement Administrator shall have no obligation to forward to any of the Plaintiffs the Service Payment until it receives the Form W-9 and payment instructions.

**3.1.2 Additional Instructions Regarding Fees, Costs, and Expenses Award.** Settlement Class Counsel and Objector's Counsel shall provide the Settlement Administrator their respective relevant Form W-9 and any instructions for payment. The Settlement Administrator shall have no obligation to pay forward the Fees, Costs, and Expenses Award until it receives the Form W-9s and payment instructions.

**3.2 Authorized Claimant Settlement Award Calculations.** The awards to Authorized Claimants shall be calculated and apportioned as follows:

**3.2.1** A Settlement Class Member is eligible to claim a pro rata share of the Net Settlement Fund provided they are an Authorized Claimant that previously submitted a timely and valid Claim Form and if their telephone number is on the Class List.

**3.2.2** The Settlement Administrator has calculated the total number of Authorized Claimants. The Net Settlement Fund shall be divided by the Total Number of Authorized Claimants. The resulting figure is the “Pro Rata Multiplier.”

**3.2.3** For each Authorized Claimant, the “Individual Allocated Payment Amount” shall be the number obtained by multiplying the number of Authorized Claimants on the Class List by the Pro Rata Multiplier.

**3.3 Distribution of Authorized Claimant Awards.** The Claim Form did allow Settlement Class Members to elect between receiving an award by check or electronically (including by Automated Clearing House (“ACH,” a/k/a direct deposit)), PayPal, and any other electronic payment format recommended by the Settlement Administrator and agreed upon by the Parties). For those Authorized Claimants who requested an award by check, their Individual Allocated Payment Amounts shall be mailed as a check by the Settlement Administrator within forty-five (45) calendar days following the Effective Date. To those Authorized Claimants who requested the award to be transmitted by electronic means, a transfer reflecting their Individual Allocated Payment Amounts shall be transmitted to the Authorized Claimant between forty-five (45) and fifty (50) calendar days after the Effective Date.

**3.4 Address Verification / Returned Checks.** Prior to mailing checks under this settlement, the Settlement Administrator shall attempt to update the last known addresses of Authorized Claimants through the National Change of Address database. No skip-tracing shall be done as to any checks that are returned by the postal service with no forwarding address.

Authorized Claimants' checks returned with a forwarding address shall be re-mailed to the new address within seven (7) calendar days.

**3.5 Uncashed Settlement Checks.** Any checks issued under this settlement shall be negotiable for at least ninety (90) calendar days. Individual checks that have not been negotiated within ninety (90) calendar days after issuance, if any, shall be void, and the underlying funds shall be paid by the Settlement Administrator to the Cy Pres Recipient.

**3.6 Failed Electronic Transmission of Funds.** Settlement Class Members who elect that their Individual Allocated Payment Amount be transmitted to themselves via electronic means, but fail to provide sufficient or correct information to permit such transfer, shall, after a reasonable attempt to resolve any such payment issues, relinquish their right to payment pursuant to the Agreement. Funds that were unable to be transferred to the Authorized Claimants electronically shall be paid to Authorized Claimants, where possible, by check, and otherwise (after any Second Eligible Payment) by the Settlement Administrator to the Cy Pres Recipients.

**3.7 Second Eligible Payment.** Prior to the Cy Pres payment, Settlement Class Members who received an eligible payment pursuant to the Agreement will receive a second pro rata payment to the extent such a payment is economically feasible (the "Second Eligible Payment").

**3.8 Cy Pres Distribution.** Any remaining funds will be paid to the Cy Pres Recipients under this Agreement within thirty (30) days following the Second Eligible Payment.

**3.9 No Claims Related to Distribution Calculations.** No person or entity shall have any claim against HelloFresh, HelloFresh's Counsel, Plaintiffs, the Settlement Class Members, Settlement Class Counsel, Objector's Counsel, or any Settlement Administrator based on distributions and payments made in accordance with this Agreement.

**4. COURT APPROVAL PROCEDURES**

**4.1 Modifications Suggested by the Court.** If the Court suggests any modifications to the Agreement the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court.

**5. CONTINGENCIES; TERMINATION**

**5.2 Decertification of the Settlement Class If Settlement Not Approved.** If the Court does not enter the Final Judgment without material modification, or if the Final Judgment is reversed in whole or in part on appeal, or if the Effective Date does not occur, certification of the Settlement Class will be vacated, and the Parties will be returned to their positions *status quo ante* with respect to the Action as if this Agreement had not been entered into. In the event that Final Judgment or Effective Date is not achieved, (a) any court orders preliminarily or finally approving the certification of any class contemplated by the Agreement and any other orders entered pursuant to the Agreement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion; and (b) this Agreement will become null and void, and the fact of this Agreement, that HelloFresh did not oppose the certification of any class under the Agreement, or that the Court approved the certification of a Settlement Class, shall not be used or cited thereafter by any person or entity, including but not limited to in any contested proceeding relating to the certification of any class or relating to enforcement of arbitration agreements and class-action waivers. Additionally, this Agreement, any negotiations or proceedings related to it, the implementation of it, and any papers submitted in support of the motions for approval of it cannot be construed as, or deemed to be, evidence of any admission or concession by any of the Parties regarding liability, damages, or the appropriateness of class treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever.



**6. ADDITIONAL PROVISIONS, REPRESENTATIONS, AND WARRANTIES**

**6.1 Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

**6.2 No Admissions of Liability.** This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Parties have entered into the Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Agreement may not be used by any third party against any Party. Pursuant to Federal Rule of Evidence 408, and any similar state rule, the entering into and carrying out of the Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency, or other tribunal for any purpose whatsoever.

**6.3 Bar to Future Suits.** Upon entry of the Final Judgment, Plaintiffs and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Judgment. It is further agreed that the settlement may be pleaded as a complete defense to any action instituted that is inconsistent with this Agreement.

**6.4 Agreement Binding on Successors in Interest.** This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

**6.5 Best Efforts.** Plaintiff, the Objector and HelloFresh agree that the terms of the Agreement reflect a good-faith settlement of disputed claims. They consider the settlement effected by this Agreement to be fair and reasonable and will use their best efforts to seek preliminary approval and, if granted, final approval of the Agreement by the Court, including in responding to any objectors, intervenors, or other persons or entities seeking to preclude entry of the Final Judgment and, if the settlement is granted final approval, to effectuate the settlement's terms. They each represent and warrant that they have not, nor will they (a) attempt to void this Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Agreement.

**6.6 Modifications Suggested by the Court.** If the Court suggests any modifications to the Agreement the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. To the extent the Court requires additional Notice to the class or additional Preliminary and Final approval briefing, these Court requirements do not provide a basis for any party to terminate this agreement.

**6.7 Additional Duties of the Settlement Administrator.** In addition to its duties identified above, the Settlement Administrator shall comply with all tax reporting obligations such as issuing any necessary United States Internal Revenue Service 1099 Forms, including but not limited to obtaining any necessary information from Settlement Class Counsel, Plaintiffs, and Authorized Claimants for tax reporting purposes. The Settlement Administrator shall ensure that the information that it receives from the Parties and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information from third parties. The Settlement Administrator shall also perform any other duties necessary to administer the settlement and/or to which the Parties otherwise agree in writing.

**6.8 Taxes.** Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. In no event shall HelloFresh or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiffs, Settlement Class Members, Settlement Class Counsel, or any other person or entity.

**6.9 Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

**6.10 Headings and Formatting of Definitions.** The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**6.11 Notices.** Any communication, verification, or notice sent by any Party in connection with this Agreement shall be sent by email and overnight mail as follows:

**To Plaintiffs:**

Anthony Paronich  
Paronich Law, P.C.  
350 Lincoln Street, Suite 2400  
Hingham, MA 02043  
Telephone: (617) 485-0018  
Fax: (508) 318-8100  
Email: anthony@paronichlaw.com

**To HelloFresh:**

Shannon Z. Petersen  
Sheppard, Mullin, Richter & Hampton  
LLP.  
12275 El Camino Real, Suite 200  
San Diego, CA 92130  
Telephone: 1.858.720.7483  
Facsimile: 1.858.523.6731  
Email:

**6.12 Time Periods.** The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Settlement Class Counsel and HelloFresh's Counsel.

**6.13 Governing Law.** This Agreement is intended to and shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law principles.

**6.14 No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

**6.15 Execution Date.** This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**6.16 Execution in Counterparts.** This Agreement shall become effective upon its execution by all of the Parties. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

**6.17 Signatures.** Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in pdf format by email will constitute sufficient execution of this Agreement.

**6.18 Continuing Jurisdiction.** The Court shall retain jurisdiction to enforce this Agreement's terms and the Final Judgment.

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IN WITNESS WHEREOF, the Parties hereby accept and agree to the Agreement, as reflected by their signatures below.

Dated: 01 / 09 / 2024

*Grace Murray*  
Grace Murray

Dated: 01/09/2024

*Jeanne Tippett*  
Jeanne Tippett

Dated: 01/09/2024

*[Signature]*  
Stephen Bauer

Dated: 01/09/2024

*Robin Tubesing*  
Robin Tubesing

Dated: 01/09/2024

*Nikole Simecek*  
Nikole Simecek

Dated: 01/09/2024

*Michelle McOsker*  
Michelle McOsker

Dated: 01/09/2024

*Jacqueline Groff*  
Jacqueline Groff

Dated: 01/09/2024

*Heather Hall*  
Heather Hall

Dated: 1/8/2024

DocuSigned by:  
*Dalia Eid*  
Grocery Delivery E-Services USA Inc. d/b/a HelloFresh  
Its: General Counsel