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12 Attorneys for Plaintiff
13 See Attachment A for more Plaintiff's counsel

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF SANTA CLARA
17

18 PEOPLE OF THE STATE OF CALIFORNIA,
19 Plaintiff,
20 vs.
21 GROCERY DELIVERY E-SERVICES USA
22 INC., dba HELLOFRESH, a Delaware
23 Corporation,
24 Defendant.

Case No.: 25CV472270

STIPULATION FOR ENTRY OF FINAL
JUDGMENT

25
26 Plaintiff, the People of the State of California, represented by Jeffrey F. Rosen, District
27 Attorney of Santa Clara County, by Tamalca Harris, Deputy District Attorney; Nathan J.
28 Hochman, District Attorney of Los Angeles County, by Duke Chau, Deputy District Attorney;
Summer Stephan, District Attorney of San Diego County, by Stephen M. Spinella, Deputy

STIPULATION FOR ENTRY OF FINAL JUDGMENT

*Exempt from filing fee pursuant
to Government Code § 6103*

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 8/13/2025 11:02 AM
Reviewed By: V. Wong
Case #25CV472270
Envelope: 20466478**

1 District Attorney; John T. Savrnach, District Attorney of Santa Barbara County, by Morgan
2 Lucas, Senior Deputy District Attorney; Jeffrey S. Rosell, District Attorney of Santa Cruz
3 County, by Douglas B. Allen, Assistant District Attorney; Douglas T. Sloan, City Attorney of
4 Santa Monica, by Andrew Braver, Deputy City Attorney (hereinafter "Plaintiff"), and Defendant,
5 Grocery Delivery E-Services USA Inc., dba HelloFresh (hereinafter "Defendant") (Plaintiff and
6 Defendant are collectively the "Parties"), represented by Shahin Rothermel and Ari Rothman of
7 Venable LLP, hereby stipulate and agree as follows:

8 1. The proposed Final Judgment and Injunction Pursuant to Stipulation (hereinafter
9 "Final Judgment"), a copy of which is attached hereto as Attachment B and incorporated by
10 reference, may be submitted by Plaintiff to any judge or commissioner of the Superior Court of
11 the State of California for approval and signature, based upon this Stipulation for Entry of Final
12 Judgment (hereinafter "Stipulation"), including during the Court's ex parte calendar or on any
13 other ex parte basis, without notice to or any appearance by Defendant.

14 2. Defendant neither admits nor denies any of the allegations set forth in the
15 Complaint for Injunction, Civil Penalties, and Other Relief filed by Plaintiff in this action, except
16 as specifically stated in the Final Judgment. Only for purposes of this action, Defendant admits
17 the facts necessary to establish jurisdiction.

18 3. Defendant will pay any fees charged by the Superior Court associated with the
19 filing of this Stipulation and Final Judgment, and any other court fee associated with its
20 appearance in this action.

21 4. The undersigned person signing this Stipulation on behalf of Defendant is
22 authorized to execute it on behalf of Defendant and to legally bind Defendant.

23 5. This Stipulation may be executed in counterparts and on multiple signature pages.

24 6. Defendant waives formal service of the Complaint, Stipulation, and Final
25 Judgement.

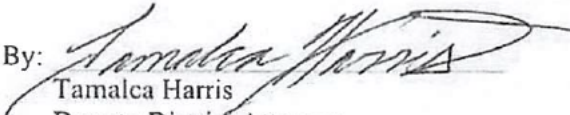
26 7. The Parties represent that their execution and delivery of this Stipulation is a free
27 and voluntary act, and this Stipulation and Final Judgment are the result of good faith settlement
28 negotiations.

1 8. The Parties hereby waive the right to appeal the Final Judgment as to form or
2 content or manner of entry.

3 FOR THE PEOPLE:

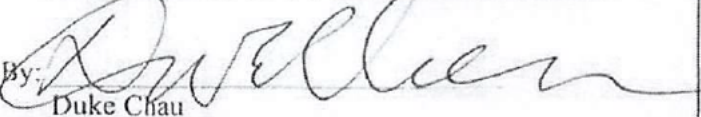
4 Dated: 8/6/25

JEFFREY F. ROSEN
SANTA CLARA COUNTY DISTRICT ATTORNEY

6 By: 
7 Tamalca Harris
8 Deputy District Attorney

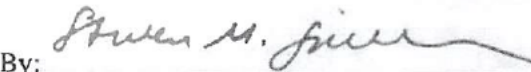
9 Dated: 8/6/2015

NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

11 By: 
12 Duke Chau
13 Deputy District Attorney


14 Dated: 08-06-2025

SUMMER STEPHAN
SAN DIEGO COUNTY DISTRICT ATTORNEY

16 By: 
17 Stephen M. Spinella
18 Deputy District Attorney

19 Dated: 8/6/2025

JOHN T. SAVRNOCH
SANTA BARBARA COUNTY DISTRICT ATTORNEY

21 By: 
22 Morgan Lucas
23 Senior Deputy District Attorney

24 Dated: 8/6/25

JEFFREY S. ROSELL
SANTA CRUZ COUNTY DISTRICT ATTORNEY

26 By: 
27 Douglas B. Allen
28 Assistant District Attorney

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Dated: 8/6/2025

DOUGLAS T. SLOAN
SANTA MONICA CITY ATTORNEY

By: 
Andrew Braver
Deputy City Attorney

FOR DEFENDANT:

Dated: 8/5/2025

Grocery Delivery E-Service USA Inc., dba HelloFresh

By: 
Gregory Chisholm
Chief Financial Officer

APPROVED AS TO FORM AND CONTENT:

Dated: August 5, 2025

Venable LLP

By: 
Shahin O. Rothermel
Ari N. Rothman
Attorneys for Defendant

Attachment A

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22 Attorneys for Plaintiff
23 PEOPLE OF THE STATE OF CALIFORNIA
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Attachment B

1 JEFFREY F. ROSEN, SBN 163589
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Email: tharris@dao.sccgov.org

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to Government Code § 6103*

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District Attorney of Los Angeles County
6 GINA SATRIANO, SBN 161653
Head Deputy District Attorney
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Los Angeles, California 90012
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Email: gsatriano@da.lacounty.gov
11 dchau@da.lacounty.gov

12 Attorneys for Plaintiff
See Appendix A for additional Plaintiff's counsel

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SANTA CLARA

16
17 PEOPLE OF THE STATE OF CALIFORNIA,
18 Plaintiff,
19 vs.
20 GROCERY DELIVERY E-SERVICES USA INC.,
dba HELLOFRESH, a Delaware Corporation,
21 Defendant.

Case No. 25CV472270
[PROPOSED]
FINAL JUDGMENT AND INJUNCTION
PURSUANT TO STIPULATION

22
23 Plaintiff, the People of the State of California, represented by Jeffrey F. Rosen, District
24 Attorney of Santa Clara County, by Tamalca Harris, Deputy District Attorney; Nathan J. Hochman,
25 District Attorney of Los Angeles County, by Duke Chau, Deputy District Attorney; Summer
26 Stephan, District Attorney of San Diego County, by Stephen M. Spinella, Deputy District Attorney;
27 John T. Savrnock, District Attorney of Santa Barbara County, by Morgan Lucas, Senior Deputy
28

1 District Attorney; Jeffrey S. Rosell, District Attorney of Santa Cruz County, by Douglas B. Allen,
2 Assistant District Attorney; and Douglas T. Sloan, City Attorney of Santa Monica, by Andrew
3 Braver, Deputy City Attorney (hereinafter “Plaintiff”), and Defendant, Grocery Delivery E-Services
4 USA Inc., dba HelloFresh (hereinafter “Defendant”) (Plaintiff and Defendant are collectively the
5 “Parties”), represented by Shahin Rothermel and Ari Rothman of Venable LLP, having stipulated to
6 the entry of this Final Judgment and Injunction Pursuant to Stipulation (hereinafter “Final
7 Judgment”) without the taking of proof and without this Final Judgment constituting evidence of an
8 admission by any party regarding any issue of law or fact alleged in the Complaint, and with all
9 liability denied by Defendant, all Parties having waived the right to appeal, and good cause
10 appearing,

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

12 **JURISDICTION AND VENUE**

13 1. This civil action is brought by Plaintiff in the public interest under the laws of the
14 State of California. As Defendant has offered for sale and/or sold products over the Internet and
15 throughout the State of California, including online sales to residents of Santa Clara County, the
16 Santa Clara County Superior Court (“Court”) has jurisdiction of the subject matter hereof and over
17 the Parties hereto and is a proper venue for this action. This Final Judgment is entered pursuant to
18 California Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.*

19 **APPLICABILITY**

20 2. The provisions of this Final Judgment are applicable to Defendant and its officers,
21 employees, directors, agents, representatives, successors, subsidiaries, and assigns acting within the
22 course and scope of their agency or employment and in concert with Defendant.

23 **DEFINITIONS**

- 24 3. For purposes of this Final Judgment, the following definitions apply:
- 25 a. “CALIFORNIA CONSUMER” means any person who acquired or purchased, on
26 or after January 1, 2019, through the EFFECTIVE DATE OF JUDGMENT (as
27 that term is defined below), any goods from Defendant and who had a billing or
28 shipping address located in the State of California.

- 1 b. "AUTOMATIC RENEWAL" means a plan or arrangement in which a paid
2 subscription or purchasing agreement is automatically renewed at the end of a
3 definite term for a subsequent term.
- 4 c. "CONTINUOUS SERVICE" means a plan or arrangement in which a
5 subscription or purchasing agreement continues until the consumer cancels the
6 service.
- 7 d. "CLEAR AND CONSPICUOUS" means in larger type than the surrounding text,
8 or in contrasting type, font, or color to the surrounding text of the same size or set
9 off from the surrounding text of the same size by symbols or other marks, in a
10 manner that clearly calls attention to the language. In the case of an audio
11 disclosure, it means in a volume and cadence sufficient to be readily audible and
12 understandable.
- 13 e. "AUTOMATIC RENEWAL OFFER TERMS" means the following CLEAR
14 AND CONSPICUOUS disclosures:
- 15 i. A statement that the subscription or purchasing agreement will
16 continue until the CALIFORNIA CONSUMER cancels;
 - 17 ii. A description of the cancellation policy that applies to the offer and
18 how to cancel;
 - 19 iii. The recurring charges that will be charged to the CALIFORNIA
20 CONSUMER as part of the AUTOMATIC RENEWAL or
21 CONTINUOUS SERVICE; and that the amount of the charge may
22 change (if applicable), and the amount to which the charge will change
23 (if known);
 - 24 iv. The length of the AUTOMATIC RENEWAL term or that the service
25 is continuous, unless the length of the term is chosen by the
26 CALIFORNIA CONSUMER; and
 - 27 v. The minimum purchase obligation, if any.
- 28 f. "EFFECTIVE DATE OF JUDGMENT" means the date this Final Judgment is

1 file-endorsed by the Clerk of Court, following approval and signature by a Judge
2 or Commissioner of the Superior Court of the State of California.

3
4 **INJUNCTION**

5 4. Pursuant to California Business and Professions Code sections 17203 and 17535,
6 Defendant is permanently enjoined and restrained from making any untrue or misleading
7 representation, and which Defendant by the exercise of reasonable care should have known is untrue
8 or misleading, on its websites, advertising, emails, or any other form of marketing in a manner
9 prohibited by California Business and Professions Code section 17500, or engaging in any unlawful
10 business practices in a manner prohibited by California Business and Professions Code section
11 17200, including, but no limited to, by

12 **Sales Flow and Online Practices**

- 13 a. Using a web page or other online sales flow for the sales of goods or services that is
14 materially misleading.
- 15 b. Using an online button or hyperlink for obtaining a CALIFORNIA CONSUMER's
16 payment that is misleading or not clearly named to indicate that payment is being
17 taken.
- 18 c. Obtaining payment for goods or services without first giving the CALIFORNIA
19 CONSUMER an opportunity to review a summary of the pending order and the
20 opportunity to cancel or make changes to the order.

21 5. Defendant is further permanently enjoined and restrained from making
22 AUTOMATIC RENEWAL or CONTINUOUS SERVICE contracts in California in a manner
23 prohibited by California Business and Professions Code sections 17600, 17601, 17602, and 17603 in
24 the following manner:

25 **Automatic Renewal: Disclosure**

- 26 a. Failing to present the AUTOMATIC RENEWAL OFFER TERMS before the
27 subscription or purchase agreement is fulfilled and in visual proximity, or in the
28 case of an offer conveyed by voice, in temporal proximity to the request for

1 consent to the AUTOMATIC RENEWAL OFFER TERMS. If the offer includes
2 a free gift, the offer shall include a CLEAR AND CONSPICUOUS explanation of
3 any material conditions a CALIFORNIA CONSUMER must satisfy to receive
4 that gift. If the offer also includes a trial, the offer shall include a CLEAR AND
5 CONSPICUOUS explanation of the price that will be charged after the trial ends
6 or the manner in which the subscription or purchasing agreement pricing will
7 change upon conclusion of the trial.

8 Automatic Renewal: Affirmative Consent

- 9 b. Charging a CALIFORNIA CONSUMER's credit or debit card or account with a
10 third party for an AUTOMATIC RENEWAL or CONTINUOUS SERVICE
11 without first obtaining the CALIFORNIA CONSUMER's express affirmative
12 consent to the AUTOMATIC RENEWAL OFFER TERMS, including the terms
13 of an AUTOMATIC RENEWAL offer or CONTINUOUS SERVICE offer that is
14 made at a promotional or discounted price for a limited period of time. For online
15 and written orders this consent shall include the following:
- 16 i. The consent is obtained by an express act by the CALIFORNIA
17 CONSUMER through a checkbox, signature, express consent button, or
18 other substantially similar mechanism that the CALIFORNIA
19 CONSUMER must affirmatively select to give consent to the
20 AUTOMATIC RENEWAL OFFER TERMS; and
 - 21 ii. The AUTOMATIC RENEWAL OFFER TERMS shall be disclosed in a
22 CLEAR AND CONSPICUOUS manner immediately adjacent to the
23 consent mechanism referred to in paragraph (5)(b)(i).

24 Automatic Renewal: Acknowledgment

- 25 c. Failing to provide an acknowledgment of the transaction that includes the
26 AUTOMATIC RENEWAL OFFER TERMS, cancellation policy, and
27 information regarding how to cancel in a manner that is capable of being retained
28 by the CALIFORNIA CONSUMER.

- 1 i. The acknowledgment must be sent to the CALIFORNIA CONSUMER via
2 email promptly after the order. The subject line for the email must indicate
3 in a CLEAR AND CONSPICUOUS manner that it is a confirmation of the
4 AUTOMATIC RENEWAL or CONTINUOUS SERVICE transaction; and
5 ii. If the AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer
6 includes a free gift or trial, the acknowledgment must CLEARLY AND
7 CONSPICUOUSLY disclose how and when the CALIFORNIA
8 CONSUMER can cancel and allow the CALIFORNIA CONSUMER to
9 cancel the AUTOMATIC RENEWAL or CONTINUOUS SERVICE before
10 the CALIFORNIA CONSUMER pays for the goods or services.

11 Automatic Renewal: Notice After Subscription

- 12 d. When required under paragraph 5(e) below, failing to provide a notice to a
13 CALIFORNIA CONSUMER that CLEARLY AND CONSPICUOUSLY states
14 all of the following:
- 15 i. That the AUTOMATIC RENEWAL or CONTINUOUS SERVICE will
16 automatically renew unless the CALIFORNIA CONSUMER cancels.
 - 17 ii. The length and any additional terms of the renewal period.
 - 18 iii. One or more methods by which a CALIFORNIA CONSUMER can cancel
19 the AUTOMATIC RENEWAL or CONTINUOUS SERVICE.
 - 20 iv. If the notice is sent electronically, the notice shall include either a link that
21 directs the CALIFORNIA CONSUMER to the cancellation process, or
22 another reasonably accessible electronic method that directs the
23 CALIFORNIA CONSUMER to the cancellation process if no link exists.
 - 24 v. Contact information for the business.
- 25 e. Failing to provide the notice as specified in paragraph 5(d) if either of the
26 following is true, provided that if an AUTOMATIC RENEWAL offer or a
27 CONTINUOUS SERVICE offer requires a notice under both paragraphs 5(e)(i)
28 and 5(e)(ii), only the notice specified in paragraph 5(e)(ii) shall be required:

- 1 i. The CALIFORNIA CONSUMER accepted a free gift or trial, lasting for
2 more than thirty-one (31) days, that was included in an AUTOMATIC
3 RENEWAL offer or CONTINUOUS SERVICE offer or the
4 CALIFORNIA CONSUMER accepted an AUTOMATIC RENEWAL
5 offer or CONTINUOUS SERVICE offer at a promotional or discounted
6 price, and the applicability of that price was more than thirty-one (31)
7 days.
- 8 A. The notice shall be provided at least three (3) days before and at
9 most twenty-one (21) days before the expiration of the
10 predetermined period of time for which the free gift or trial, or
11 promotional or discounted price, applies.
- 12 B. An offer shall be exempted from the requirements under this
13 paragraph if the CALIFORNIA CONSUMER does not enter into the
14 contract electronically and Defendant has not collected or
15 maintained the CALIFORNIA CONSUMER's valid email address,
16 phone number, or another means of notifying the CALIFORNIA
17 CONSUMER electronically.
- 18 C. For purposes of this paragraph, "free gift" does not include a free
19 promotional item or gift given by the business that differs from the
20 subscribed product.
- 21 ii. The CALIFORNIA CONSUMER accepted an AUTOMATIC RENEWAL
22 offer or CONTINUOUS SERVICE offer with an initial term of one year
23 or longer that automatically renews unless the CALIFORNIA
24 CONSUMER cancels the AUTOMATIC RENEWAL or CONTINUOUS
25 SERVICE. In this case, the notice stated in paragraph 5(d) shall be
26 provided at least fifteen (15) days and not more than forty-five (45) days
27 before the AUTOMATIC RENEWAL offer or CONTINUOUS SERVICE
28 offer renews.

1 f. Failing to provide a CALIFORNIA CONSUMER with a CLEAR AND
2 CONSPICUOUS notice of the material change and information regarding how to
3 cancel in a manner that is capable of being retained by the CALIFORNIA
4 CONSUMER when there is a material change in the terms of the accepted
5 AUTOMATIC RENEWAL or CONTINUOUS SERVICE.

6 Automatic Renewal: Cancellation

- 7 g. Failing to provide a toll-free telephone number, electronic mail address, a postal
8 address if the Defendant directly bills the CALIFORNIA CONSUMER, or
9 another cost-effective, timely, and easy-to-use mechanism for cancellation that
10 shall be described in the acknowledgment specified in paragraph 5(c).
- 11 h. Failing to allow a CALIFORNIA CONSUMER who accepts an AUTOMATIC
12 RENEWAL or CONTINUOUS SERVICE offer online to terminate the
13 AUTOMATIC RENEWAL or CONTINUOUS SERVICE exclusively online, at
14 will, and without engaging any further steps that obstruct or delay the consumer's
15 ability to terminate the AUTOMATIC RENEWAL or CONTINUOUS SERVICE
16 immediately, provided that Defendant may present the CALIFORNIA
17 CONSUMER with a discounted offer, retention benefit, or information regarding
18 the effect of cancellation, provided that the Defendant first informs the consumer
19 in a CLEAR AND CONSPICUOUS manner that they may complete the
20 cancellation process at any time by stating that they want to "cancel" or words to
21 that effect, and promptly process the cancellation without delay per California
22 Business and Professions Code section 17602(e) effective July 1, 2025.
23 Defendant shall provide a method of termination that is online in the form of
24 either of the following:
- 25 i. A prominently located direct link or button which may be located within
26 either a customer account or profile, or within either device or user
27 settings.

- ii. By an immediately accessible termination email formatted and provided by Defendant that a CALIFORNIA CONSUMER can send to Defendant without additional information.
- iii. The Defendant may require a CALIFORNIA CONSUMER to enter account information or otherwise authenticate online before termination of the AUTOMATIC RENEWAL or CONTINUOUS SERVICE online if the CALIFORNIA CONSUMER has an account with Defendant. A CALIFORNIA CONSUMER who is unwilling or unable to enter account information or otherwise authenticate online before termination of the AUTOMATIC RENEWAL or CONTINUOUS SERVICE online shall not be precluded from authenticating or terminating the AUTOMATIC RENEWAL or CONTINUOUS SERVICE offline using another method pursuant to paragraph 5(g).

MONETARY RELIEF

6. Defendant is hereby ordered pursuant to California Business and Professions Code sections 17203, 17206, 17535, and 17536 to pay civil penalties, restitution, and investigative costs in the amount of \$7,500,000.00 as set forth below.

Civil Penalties and Investigative Costs

- a. Pursuant to California Business and Professions Code sections 17206 and 17536, Defendant shall pay civil penalties in the amount of \$6,380,000.00 as follows:
 - i. \$1,063,334.00 to the “Office of the District Attorney, County of Los Angeles”;
 - ii. \$1,063,334.00 to the “Office of the District Attorney, County of San Diego”;
 - iii. \$1,063,333.00 to the “Office of the District Attorney, County of Santa Barbara”;
 - iv. \$1,063,333.00 to the “Office of the District Attorney, County of Santa Clara”;

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- v. \$1,063,333.00 to the “Office of the District Attorney, County of Santa Cruz”; and
 - vi. \$1,063,333.00 to the “Office of the City Attorney, City of Santa Monica”.
- b. Pursuant to California Business and Professions Code sections 17203 and 17535, Defendant shall pay investigative costs in the amount of \$120,000.00 as follows:
- i. \$20,000.00s to the “Office of the District Attorney, County of Los Angeles”;
 - ii. \$20,000.00 to the “Office of the District Attorney, County of San Diego”;
 - iii. \$20,000.00 to the “Office of the District Attorney, County of Santa Barbara”;
 - iv. \$20,000.00 to the “Office of the District Attorney, County of Santa Clara”;
 - v. \$20,000.00 to the “Office of the District Attorney, County of Santa Cruz”;
 - and
 - vi. \$20,000.00 to the “Office of the City Attorney, City of Santa Monica”.
- c. All payments required in paragraphs 6(a) and (b) shall be delivered to the Santa Clara County District Attorney’s Office, Attention: Tamalca Harris, 70 West Hedding Street, West Wing, San Jose, California 95110, via Automated Clearing House (ACH) transfer no later than thirty-five (35) business days following the EFFECTIVE DATE OF JUDGMENT in one lump sum of \$6,500,000. The required payments will be distributed pursuant to the terms of this Final Judgment.

7. Defendant shall also pay the court filing fee in the sum of \$435 online at the Santa Clara County Superior Court Odyssey website upon notice by Plaintiff of the filing of the complaint.

RESTITUTION

8. Pursuant to California Business and Professions Code section 17203 and 17535, Defendant shall pay total restitution in the sum of \$1,000,000.00. That restitution shall be distributed to eligible California Consumers as provided herein below.

Restitution Fund and Claims Administrator Fees

1 9. Defendant and Plaintiff have agreed to Kroll Settlement Administration or another
2 mutually acceptable provider to act as the designated third-party "Claims Administrator" who shall
3 administer the restitution to CALIFORNIA CONSUMERS.

4 10. Within ten (10) days after the EFFECTIVE DATE OF JUDGMENT, Defendant shall
5 deposit \$950,000 into a designated trust account known as "the Restitution Fund."

6 11. Within ten (10) days after the EFFECTIVE DATE OF JUDGMENT, Defendant shall
7 deposit \$50,000 into a trust account established by the Claims Administrator for the exclusive
8 purpose of paying the Claims Administrator's fees and costs. If the Claims Administrator's fees and
9 costs after the completion of the restitution process are less than \$50,000, the remaining balance
10 shall be deposited into the Restitution Fund. If the final fees and costs exceed \$50,000, the Claims
11 Administrator may pay itself that difference with money from the Restitution Fund.

12 12. The Restitution Fund shall be under the control and operation of the Claims
13 Administrator. Except as otherwise provided in paragraph 11 of this Final Judgment, the money in
14 the Restitution Fund shall be used only for paying restitution to CALIFORNIA CONSUMERS on
15 the Final List of Payees (as defined below) who are entitled to receive cash restitution. If any funds
16 in the Restitution Fund remain after redress of the Final List of Payees is completed, the remaining
17 balance shall be deemed *Cy Pres* restitution payable to the Consumer Protection Prosecution Trust
18 Fund for the purpose of enhancing the investigation, prosecution, and enforcement of consumer
19 protection actions brought pursuant to the unfair competition statutes of the State of California by
20 the California Attorney General, district attorneys, and city attorneys authorized to bring such
21 actions.

22 13. If the restitution to CALIFORNIA CONSUMERS and the final costs and fees of the
23 Claims Administrator exceeds the amount in the Restitution Fund, then payments to Eligible
24 Recipients (as defined below), shall be prorated.

25 Identification of Prospective Recipients

26 14. Defendant shall institute a restitution program to reimburse CALIFORNIA
27 CONSUMERS who subscribed to Defendant's AUTOMATIC RENEWAL or CONTINUOUS
28 SERVICE contracts prior to the EFFECTIVE DATE OF JUDGMENT and who meet the criteria set
[PROPOSED] FINAL JUDGMENT AND INJUNCTION PURSUANT TO STIPULATION

1 forth in Paragraph 22(e) (“Eligible Recipients”).

2 15. Following the EFFECTIVE DATE OF JUDGMENT, Defendant shall use reasonable
3 efforts to create a list of the most current, complete and accurate names, email addresses, and last-
4 known billing zip codes and/or addresses of all Eligible Recipients. This group shall be referred to
5 as the “Prospective Recipients.” This list shall be contained in a spreadsheet produced using
6 Microsoft Excel or similar searchable software.

7 16. Defendant shall appoint at least one management-level employee to oversee the
8 process of identifying the Prospective Recipients. This employee shall prepare and sign a
9 declaration of compliance under penalty of perjury and based on personal knowledge, which
10 declaration shall remain non-public and confidential except that it may be shared with the Claims
11 Administrator, Plaintiff, and this Court. The declaration of compliance shall describe the steps taken
12 to identify all Prospective Recipients, and the electronic or other records that were searched or
13 queried, the manner in which they were searched, and the individuals involved in this process. The
14 declaration shall also attest that the Prospective Recipients list is accurate and complete, to the best
15 of Defendant’s knowledge and belief.

16 17. No later than forty-five (45) days after the EFFECTIVE DATE OF JUDGMENT,
17 Defendant shall transmit both the declaration of compliance and the list of Prospective Recipients to
18 both Plaintiff and the Claims Administrator.

19 18. If Plaintiff determines that the procedures used by Defendant to identify Prospective
20 Recipients were sufficient, then it shall give notice within ten (10) days of such sufficiency and the
21 Prospective Recipients shall be settled. If Plaintiff determines that the procedures used by
22 Defendant to identify Prospective Recipients were materially deficient or that the list is otherwise
23 materially insufficient, within ten (10) days it shall notify Defendant in writing of the reasons for
24 such conclusion. The Parties shall work together in a timely and good faith manner to resolve those
25 concerns. As part of that process, Plaintiff may obtain copies of the information on which Defendant
26 relied in ascertaining the list of Prospective Recipients.

27 a. If Plaintiff is satisfied that any such material insufficiency or deficiency in the list
28 of Prospective Recipients can be corrected, Defendant shall have forty-five (45)

1 days from such notice to implement the necessary changes and submit a revised
2 list of Prospective Recipients.

- 3 b. If Plaintiff is not satisfied that any such material insufficiency or deficiency has
4 been or can be corrected, or in the event of any other unresolved dispute regarding
5 the review of Prospective Recipients, either party may seek further direction from
6 the Court.

7 Consumer Notice

8 19. Within forty-five (45) days after receiving the declaration of compliance and list of
9 Prospective Recipients, including such additional time as may be necessary to receive notice of
10 acceptance of the Prospective Recipients or to resolve any deficiencies in the list, the Claims
11 Administrator shall send or cause to be sent an email notice to each Prospective Class member in the
12 form and manner set forth in Exhibit A. The Claims Administrator will take all reasonable steps to
13 ensure that emails are not diverted to the recipients' "junk" or "spam" email folder. The subject
14 matter line of said email shall clearly indicate that the email contains information regarding
15 settlement of a government consumer investigation.

16 20. If within ten (10) days after sending an email notice the Claims Administrator learns
17 that the email was returned as undeliverable, the Claims Administrator will promptly cause to be
18 sent a postcard via United States mail to that Prospective Recipient, in the form and manner set forth
19 in Exhibit A, provided that a mailing address for that Prospective Recipient is available. The
20 postcard shall be sent to the Prospective Class member's last-known billing address and shall
21 additionally state that:

- 22 a. The postcard constitutes a final notice of the terms of this Final Judgment; and
23 b. Failure to complete and submit a restitution claim form within thirty (30) days
24 may bar the recipient from recovery of restitution under the terms of this Final
25 Judgment.

26 Claim Forms

27 21. In its notices (both email and postcard), the Claims Administrator shall include an
28 internet address or link to a website maintained by the Claims Administrator devoted exclusively to
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1 informing consumers about this case, including information about this Final Judgment and the
2 underlying action, and a restitution claim form (the “Claim Form”) that Prospective Recipients can
3 use to claim restitution. The Claim Form shall be capable of completion and submission online and
4 also of being downloaded, completed by hand, and sent by hard copy to the Claims Administrator at
5 a designated mailing address. The Claims Administrator shall in its notices to Prospective
6 Recipients indicate that they have thirty (30) days to submit the Claim Form.

7 22. The Claim Form shall require the following from Prospective Recipients:

- 8 a. Name used to subscribe to Defendant’s AUTOMATIC RENEWAL or
9 CONTINUOUS SERVICE contracts prior to the EFFECTIVE DATE OF
10 JUDGMENT;
- 11 b. Telephone number;
- 12 c. Email address used to subscribe to Defendant’s AUTOMATIC RENEWAL or
13 CONTINUOUS SERVICE contracts prior to the EFFECTIVE DATE OF
14 JUDGMENT;
- 15 d. Mailing address where the restitution check should be sent;
- 16 e. A statement that the Prospective Recipient:
 - 17 (1) is or was a CALIFORNIA CONSUMER who signed up for an Automatic
18 Renewal Subscription Program of Defendant without his or her knowledge or
19 consent any time between January 1, 2019, and prior to the EFFECTIVE
20 DATE OF JUDGMENT;
 - 21 (2) who cancelled his or her AUTOMATIC RENEWAL or CONTINUOUS
22 SERVICE contract(s) after the first shipment; and
 - 23 (3) who has not already obtained a refund for all money paid for his or her
24 AUTOMATIC RENEWAL or CONTINUOUS SERVICE contract(s).

25 23. If the Claims Administrator receives a Claim Form or postcard that is missing
26 required information or otherwise deemed to be invalid, it shall promptly inform the Prospective
27 Recipient member of the error or deficiency. The latter shall have thirty (30) days to correct the
28 error or deficiency.

1 24. On or about ninety (90) days following issuance of the initial email notice described
2 above, plus any additional time reasonably required by the Claims Administrator (not to exceed
3 thirty (30) days), the Claims Administrator shall prepare a preliminary list of all timely restitution
4 claims that were properly completed and received (the “Preliminary List of Payees” or “Preliminary
5 List”). The Claims Administrator shall promptly send a copy of the Preliminary List to both Parties.

6 25. Defendant may elect to cross-check the Preliminary List against its updated records to
7 determine if any individuals on the Preliminary List either (1) were not paying customers during the
8 period in question, or (2) received a full refund from Defendant. Any individual who received a full
9 refund of all amounts charged prior to the EFFECTIVE DATE OF JUDGMENT will no longer be
10 considered an Eligible Recipient. If Defendant so elects, within thirty (30) days of the date it
11 receives the Preliminary List, Defendant shall provide Plaintiff with a list of individuals who it
12 believes received a refund during the claim period, along with written proof thereof. Plaintiff then
13 shall have thirty (30) days to request further information from Defendant and lodge any objections.
14 If the Parties are unable to resolve any such objections, either may apply to the Court for relief on an
15 ex parte basis, with notice to the other party. If Plaintiff does not lodge any objections (or once any
16 objections are resolved), the Claims Administrator will remove all newly disqualified individuals
17 from the Preliminary List, which shall thereafter become the “Final List of Payees.”

18 26. The restitution payments shall be as follows:

- 19 a. Subject to a potential pro rata deduction pursuant to paragraph 26(b), each
20 Eligible Recipient in the Final List of Payees shall receive a complete refund of
21 all amounts that were paid to Defendant prior to the EFFECTIVE DATE OF
22 JUDGMENT.
- 23 b. The total cash restitution paid shall not exceed the amount in the Restitution Fund.
24 If the amount of total valid cash claims by Eligible Recipients exceeds that
25 amount, the per-person amount shall be reduced pro rata so that the total cash
26 restitution equals the amount in the Restitution Fund.

27 27. Immediately after the Final List of Payees is prepared, the Claims Administrator shall
28 calculate the total amount of restitution claimed based on the number of claimants and the amount
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1 due each of them and shall communicate that information to the Parties.

2 28. No later than thirty (30) days thereafter, the Claims Administrator shall begin the
3 process of mailing out restitution checks from the Restitution Fund.

4 29. The Claims Administrator shall include with each restitution check a letter explaining
5 that the restitution check is in connection with this Final Judgment and advising the recipient that the
6 check will expire within ninety (90) days of issuance.

7 30. If any restitution checks are returned to the Claims Administrator as undeliverable,
8 the Claims Administrator will within seven (7) days of receipt conduct address searches using
9 available credit bureau information and thereafter re-send the restitution checks to the Eligible
10 Recipient for whom updated address information can be found. Restitution checks that are returned
11 with forwarding address information included shall promptly be delivered to the forwarding address
12 in question.

13 31. Within one-hundred-twenty (120) days following the last restitution check mailed, the
14 Claims Administrator shall deliver to the Parties a confidential written report of the restitution
15 program, including the following:

- 16 a. A list of all Eligible Recipients to whom a notice was sent, including the type
17 (email or postcard) of notice that was sent;
- 18 b. A list of all Eligible Recipients who timely submitted a valid claim form;
- 19 c. A list of all Eligible Recipients whose claim was rejected for error or deficiency
20 and not thereafter corrected;
- 21 d. The total amount of restitution paid out of the Restitution Fund; and
- 22 e. The balance (if any) remaining in the Restitution Fund.

23 32. Within one-hundred-twenty (120) days of the mailing of the last restitution check, the
24 Claims Administrator shall determine the total amount of all uncashed or returned checks, the
25 unused balance of the Restitution Fund, minus the Claims Administrator's final fees and costs, and
26 issue one check for the remaining balance in *cy pres* restitution payable to the Consumer Protection
27 Prosecution Trust Fund. That check shall be delivered to Deputy District Attorney Tamalca Harris,
28 Santa Clara County District Attorney's Office, 70 West Hedding Street, West Wing, San Jose,

1 California 95110.

2 33. Upon the payments stated in Paragraphs 6, 7, and 8, all of Defendant's monetary
3 obligations according to this Final Judgment shall be completed.

4 **COMPLIANCE**

5 34. Defendant shall have ninety (90) days from the EFFECTIVE DATE OF JUDGMENT
6 to comply with the Injunctive Relief terms of this Final Judgment.

7 35. Defendant shall, within thirty (30) days after the EFFECTIVE DATE OF
8 JUDGMENT, provide each of its current officers, directors, and executive committee members
9 with a copy of this Final Judgment.

10 36. Defendant shall keep custody of all documentation of its compliance with the notice
11 requirements of this Final Judgment for a period of three (3) years following the EFFECTIVE
12 DATE OF JUDGMENT. Defendant shall provide such items to Plaintiff's counsel upon reasonable
13 notice.

14 **OTHER PROVISIONS**

15 37. The Parties have waived the right to appeal this Final Judgment as to form or content.

16 38. The Parties shall bear their own attorney's fees and costs, except as provided above.

17 39. If an ambiguity arises regarding any provision of this Final Judgment that requires
18 interpretation, there is no presumption that documents should be interpreted against any party. The
19 presumption in California Civil Code section 1654 is not applicable.

20 40. The Court finds that this Final Judgment has been entered into in good faith and is a
21 fair, reasonable, and appropriate final resolution of this matter.

22 41. Nothing in this Final Judgment shall be construed as relieving Defendant of its
23 obligations to comply, or as prohibiting Defendant from complying, with all applicable local, state,
24 and federal laws, regulations, rules, or their amendments after the EFFECTIVE DATE OF
25 JUDGMENT; nor shall any provision of this Final Judgment be deemed permission to engage in any
26 acts or practices prohibited by such laws, regulations, or rules.

27 42. Pursuant to California Business and Professions Code section 17203, the request of
28 the Parties, and the Court's inherent authority, the Court shall retain jurisdiction for the purpose of
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1 enforcing this Final Judgment and enabling any party to this Final Judgment to apply to the Court for
2 such further orders and directions as necessary and appropriate to construe, carry out, enforce,
3 interpret, or modify this Final Judgment, or to redress violations of this Final Judgment.

4 43. This Final Judgment does not apply to, resolve, estop, adjudicate, preclude or bar any
5 claims for civil, criminal, or administrative liability that any person or entity, including Defendant,
6 has or may have pursuant to California Civil Code section 1798.100 et seq. and/or California Code
7 of Regulations, Title 11, Section 7002, or any allegation of violation thereof.

8 44. This Final Judgment shall be binding immediately upon the EFFECTIVE
9 JUDGMENT DATE, without further notice to Defendant.

10 45. Notices, to the extent required, shall be served as follows:

11 To the People or People's Counsel:

12 Tamalca Harris, Deputy District Attorney
13 Santa Clara County District Attorney's Office
14 70 West Hedding Street, West Wing
15 San Jose, California 95110

16 To Defendant or Defendant's Counsel:

17 Grocery Delivery E-Services USA Inc., dba HelloFresh
18 Attention: Legal Department
19 28 Liberty Street, 10th Floor
20 New York, NY 10005-1528

21 With a copy to Defense Counsel:

22 Shahin O. Rothermel, Esq.
23 Ari N. Rothman, Esq.
24 Venable LLP
25 600 Massachusetts Avenue, NW
26 Washington, DC 20001

27 46. The Parties agree that the clerk may enter this Final Judgment immediately.

28 DATED: _____

JUDGE OF THE SUPERIOR COURT

1 **Exhibit A**

2 Subject: Notice of Settlement for Automatic Renewal Product Subscriptions for Grocery Delivery
3 E-Services USA Inc., dba HelloFresh

4 People of the State of California v. Grocery Delivery E-Services USA Inc., dba HelloFresh, Case
5 No. [*case no.*]

6 **Notice of Settlement**

7 A legal settlement has been reached in the above consumer protection lawsuit. Grocery Delivery E-
8 Services USA Inc., dba HelloFresh denies liability. This settlement requires Grocery Delivery E-
9 Services USA Inc., dba HelloFresh to make certain changes to how it advertises automatically
10 renewing product subscriptions on its website, www.hellofresh.com. The settlement also provides
11 money to eligible California customers.

12 **Are you included in the settlement?**

13 You may be included in the settlement if all of these are true:

- 14 1. You were enrolled in an Automatic Renewal Product Subscription any time between
15 January 1, 2019, through the EFFECTIVE DATE OF JUDGMENT; and
- 16 2. You were charged for the first shipment without your knowledge or consent; and
- 17 3. You cancelled your Automatic Renewal Product Subscription after the first shipment;
18 and
- 19 4. You never received a refund for the above charge(s).

20 **How to sign up?**

21 If you want to be included in the settlement, you must submit a claim by [DATE]. To do so, go to
22 [*Claims Administrator's website*].

23 **For more information?**

24 This notice is only a summary. For more details, go to [*Claims Administrator's website*] or call
25 [*Claims Administrator's phone number*].

Appendix A

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