

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

**AMENDMENT NO. 2 TO CLASS ACTION SETTLEMENT AGREEMENT**

WHEREAS Plaintiffs and Defendant Maplear, Inc. dba Instacart (“Instacart” or “Defendant”), entered into a Class Action Settlement Agreement, dated March 21, 2019, in the action captioned: *Groves, et al. v. Maplear, Inc. d/b/a Instacart*, currently pending in the Superior Court for the State of California for the County of Los Angeles, Case No. BC695401;

WHEREAS, Plaintiffs and Instacart seek to amend Section 14(b) of the Class Action Settlement Agreement to reflect the operative language of California Civil Code section 1542;

NOW THEREFORE, Plaintiffs and Instacart hereby stipulate and agree to, and request Court approval of, the following amendment to the Class Action Settlement Agreement entered into by the Parties and previously submitted for preliminary approval on March 22, 2019:

1. Section 14(b) of the Class Action Settlement Agreement shall be replaced in its entirety with the following text:

(b) With respect to the above Named Plaintiffs’ Released Claims, the Named Plaintiffs expressly waive any rights or benefits available to them or to the Named Plaintiff Releasers under the provisions of Section 1542 of the California Civil Code and all similar federal or state laws, rules or legal principles of any other jurisdiction that may be applicable herein. The Named Plaintiffs expressly acknowledge that they are familiar with Section 1542 of the California Civil Code and understand fully the statutory language of California Civil Code section 1542, which provides as follows:

**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.**

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The Named Plaintiffs expressly acknowledge that they may hereafter discover claims presently unknown or unsuspected or discover facts in addition to or different from those which they now know or believe to be true with respect to matters released herein. Nevertheless, the Named Plaintiffs acknowledge that a portion of the consideration received herein is for a release with respect to unknown damages and complaints, whether resulting from known injuries and known consequences or from unknown injuries or unknown consequences of known or unknown injuries. With this understanding, the Named Plaintiffs state that they nevertheless elect to, and do, assume all risks for claims that have arisen, whether known or unknown, which they ever had, or hereafter may claim to have, on or before May 9, 2019 and specifically, knowingly, and voluntarily waive and relinquish, to the fullest extent permitted by law, all rights, benefits and provisions that they may otherwise may have under California Civil Code section 1542.

2. Except for the amendment to Section 14(b) of the Class Action Settlement Agreement as set forth in this Amendment No. 2, the Class Action Settlement Agreement is unaffected and shall continue in full force and effect in accordance with its terms and the terms of Amendment No. 1 thereto.

IT IS SO AGREED.

NAMED PLAINTIFFS

Dated: August 15, 2019

*Kyra Groves*

\_\_\_\_\_  
KYRA GROVES, Plaintiff

Dated: August 15, 2019

*Catherine Hammons*

\_\_\_\_\_  
CATHERINE HAMMONS, Plaintiff

Dated: August 16, 2019

*Timothy Pierce*

\_\_\_\_\_  
TIMOTHY PIERCE, Plaintiff

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

Dated: August 15, 2019

*Javier Cortez*

\_\_\_\_\_  
JAVIER CORTEZ, Plaintiff

Dated: AUG 15TH, 2019

*Donna Burks*

\_\_\_\_\_  
DONNA BURKS, Plaintiff

Dated: 8/15, 2019

*Seth Blackham*

\_\_\_\_\_  
SETH BLACKHAM, Plaintiff

MAPLEBEAR, INC. dba INSTACART

Dated: \_\_\_\_\_, 2019

By \_\_\_\_\_

Name:

Title:

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
JAVIER CORTEZ, Plaintiff

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
DONNA BURKS, Plaintiff

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
SETH BLACKHAM, Plaintiff

MAPLEBEAR, INC. dba INSTACART

Dated: 8/15, 2019

By 

Name: Rebekah Punak

Title: Vice President, Legal