

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

**(Groves, et al. v. Maplebear, Inc. d/b/a Instacart, Los Angeles Superior Court
Case No. BC695401)**

A Settlement has been reached in the class action lawsuit involving current and former Instacart Shoppers. Instacart's records show you are or were a Shopper at some point between September 1, 2017, and May 9, 2019, and you may be entitled to **receive a payment** from the Settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO
NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim and Receive a Payment	<p>If you are a member of the Settlement Class, you must submit a Claim to receive a payment. Instructions on submitting a Claim are set forth in section 6 below.</p> <p>After final approval by the Court, the payment will be mailed to you at the address you include in your Claim. If your address changes, please notify the Claims Administrator as explained below.</p> <p>As detailed below, being a member of the Settlement Class will release specified claims that you may have against Instacart.</p> <p>Additionally, you will also release FLSA claims that you may have against Instacart if you do not opt out of the Settlement Class. See the explanation below.</p>
Exclude Yourself from the Settlement	<p>If you do not want to be a member of the Settlement Class, you must exclude yourself by sending a letter to the Claims Administrator no later than November 14, 2019.</p> <p>If you request exclusion from the Settlement Class, you will receive no money from the Settlement (even if you submit a Claim), but you will retain the ability to sue Instacart for the claims asserted in this lawsuit in a different lawsuit or in individual arbitration. See section 4 below for more information.</p> <p>Instructions to exclude yourself are set forth below.</p>
Object to the Settlement	<p>If you want to object to the Settlement, you may write to the Court about why you do not like the Settlement.</p> <p>Directions are provided below.</p>
Do Nothing	<p>If you do nothing, you will remain a member of the Settlement Class, but you will not receive a payment.</p> <p>As detailed below, being a member of the Settlement Class will release specified claims that you may have against Instacart.</p>

1. Why did I get this Notice?

The plaintiffs and the defendants in the *Groves, et al. v. Maplebear, Inc. d/b/a Instacart* case have reached a Settlement.

You received this Notice because you have been identified as a Settlement Class Member.

The Settlement Class is defined as the following:

All individuals who performed Covered Services for Instacart during the time period of September 1, 2017, up to and including May 9, 2019.

“Covered Services” are services performed through the Instacart platform in California, while being classified as an independent contractor of Instacart, that consist of any of the following: (i) in-store services, including but not limited to, accepting a customer’s order, retrieving a customer’s selected items from a retail store, taking a customer’s order through checkout, ringing up a customer’s order at a checkout station, and/or preparing the order for delivery (“In-Store Services”); and/or (ii) transporting a customer’s order from the retail store to a location specified by the customer (“Delivering Services”).

This Notice explains the lawsuit, the Settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is the class action lawsuit about?

On December 18, 2017, Plaintiffs Kyra Groves, Catherine Hammons, and Timothy Pierce filed a complaint in the Los Angeles County Superior Court. Javier Cortez, Donna Burks, and Seth Blackham were later added as Named Plaintiffs. This case is entitled *Groves, et al. v. Maplebear, Inc. d/b/a Instacart*, Case No. BC695401.

The lawsuit claims that Instacart violated California and federal laws, including by misclassifying Shoppers as independent contractors, failing to provide equipment or reimburse Shoppers’ expenses, failing to pay wages and overtime, failing to provide meal and rest breaks, failing to provide accurate records of hours and pay, requiring false time statements, improperly pooling tips, and related damages and penalties.

Instacart denies that it violated the law in any way, denies Shoppers were, or are, employees, and further denies that the lawsuit is appropriate for class treatment for any purpose other than this Settlement. Instacart has and will assert numerous defenses to these claims. Nothing in this Notice, the Settlement, or any actions to carry out the terms of the Settlement mean that Instacart admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Judge overseeing the case has reviewed the Settlement. She approved the named plaintiffs to serve as representatives for the Settlement Class defined in section 1, above. She also approved the law firm Lichten & Liss-Riordan, P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

The full Settlement Agreement is available at www.GrovesShopperSettlement.com. Subject to the Judge’s approval, a summary of the terms of the Settlement include:

Settlement Amount: Instacart has agreed to pay \$10,965,000 in the lawsuit to the Settlement Class.

This money includes:

- Payments to Settlement Class Members
- Attorneys’ fees not to exceed \$3,655,000 for Class Counsel and counsel in related cases
- Litigation costs not to exceed \$50,000 for Class Counsel and counsel in related cases
- Administration expenses estimated at \$180,000
- Payment to the Labor Workforce Development Agency of \$150,000 in the lawsuit for PAGA penalties, of which 75% will be paid to the State of California and 25% will be paid to the Settlement Class Members
- A Subclass Fund of \$175,000 set aside for Class Members who opted out of the arbitration provision of their independent contractor agreements with Instacart
- Awards not to exceed \$20,000 each to plaintiffs Groves and Hammons and to the plaintiffs in four related cases: Timothy Hearl, Mimi Hayes, Paul Taylor and Sarah Lozano
- Awards not to exceed \$5,000 each to plaintiffs Pierce and Cortez
- Awards not to exceed \$1,000 each to plaintiffs Burks and Blackham
- Taxes arising from payments under the Settlement, including employer payroll taxes

In addition, Instacart has agreed to make several changes that will impact Shoppers as a part of this Settlement. For instance, Instacart has agreed to: (1) include a mileage-based component to the estimated payment amount for each batch that is provided to Shoppers in California providing Delivering Services; (2) include as a component of its compensation algorithm for Shoppers providing Shopping Services the estimated number of units picked in each batch, and for Shoppers providing Covered Services the estimated weight of known heavyweight items in each batch, where weight information is available to Instacart; (3) provide excess commercial automobile liability insurance for Claims made by third parties against Shoppers while providing Covered Services, which will be secondary to the Shoppers' primary insurance; (4) inform customers when a Shopper performing Delivering Services is also the person who provided In-Store Services for the order; and (5) provide customers with the ability to provide different tip amounts to the different Shoppers who deliver a multi-store order for a customer's multi-store requests made in a single order.

Calculation of Settlement Class Member Awards: To calculate each Class Member's share of the Settlement, the Claims Administrator will review Instacart's records from September 1, 2017, through May 9, 2019. Except for Subclass Members (as defined below), **each Settlement Class Member will be awarded** one (1) point for each hour of In-Store Services performed from September 1, 2017, to May 9, 2019, and two (2) points for each hour of Delivering Services performed from September 1, 2017, to May 9, 2019.

These points do not have a value fixed at a particular dollar amount; that amount will vary depending upon how many, and which Class Members, are receiving payments under this Agreement.

The determination of each Settlement Class Member's number of hours, and the distribution of such hours between in-store services and delivery services, shall be based on the relevant records that Instacart is able to identify.

The Net Settlement Amount will be distributed to Settlement Class Members in proportion to their number of points. The Net Settlement Amount will be calculated by subtracting from the Settlement Amount the attorneys' fees for Class Counsel, Class Counsel's litigation costs, Settlement administration expenses, the incentive awards to the Named Plaintiffs, employment taxes, and the amount to be paid to California Labor and Workforce Development Agency.

Settlement Class Members who did not agree to the arbitration provisions of their independent contractor agreements with Instacart are called "Subclass Members." Subclass Members' share of the Settlement will not be calculated in the manner described above. Instead, Subclass Members who submit timely and valid Claim Forms will have their Settlement payment calculated solely from a Net Subclass Fund, which will be calculated by subtracting from the Subclass Fund the *pro rata* attorneys' fees for Class Counsel, Class Counsel's litigation costs, Settlement administration expenses, the incentive awards to the Named Plaintiffs, employment taxes, and the amount to be paid to California Labor and Workforce Development Agency. Each Subclass Member who submits a timely and valid Claim Form, and who does not opt out of the Settlement, will share equally in the Net Subclass Fund with all other Subclass Members who submit timely and valid Claims, and who do not opt out of the Settlement.

Settlement Class Members who do not opt out of the Settlement as provided below will be entitled to receive a payment pursuant to the Settlement **if a Claim is timely submitted, and the Class Member does not opt out of the Class.**

If you do not submit a timely Claim for payment, you will not receive a payment, but you will remain part of the Settlement Class, and you will release all claims you may have related to the allegations in the case, as described in section 4 below.

If you opt out of the Settlement, you will not receive a payment (even if you submitted a Claim), but you will retain the ability to sue Instacart for the claims asserted in this lawsuit in a different lawsuit or in individual arbitration. See section 4 below for more information.

Tax Matters: Your payment shall not be considered wages and will be allocated as non-wages, including penalties, interest, and unreimbursed expenses.

The payment shall be reported as miscellaneous income on an IRS Form 1099.

Nothing in this Settlement or this Notice is intended to constitute tax advice. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement: The Settlement is conditioned upon the Court entering an order at or following a Final Approval Hearing on the Settlement.

4. What do I release by participating in this Settlement?

If you participate in this Settlement, you will release, relinquish, and discharge, with prejudice, Instacart and the Releasees from all the “Settlement Class Members’ Released Claims.”

Settlement Class Members can participate in the Settlement by doing nothing, by submitting a Claim, or by remaining in the Class and objecting to the Settlement.

The Settlement Class Members’ Released Claims being released in this Settlement are defined as follows:

Any and all past, present, or future claims, suits, actions, demands, causes of action, suits, debts, obligations, damages, rights, liabilities, guarantees, costs, expenses, attorneys’ fees and costs, penalties, prejudgment interest, of any kind, nature, and description whatsoever, whether known or unknown, which the Settlement Class Member Releasees have ever had or may hereafter may claim to have against the Releasees or any Releasee that have arisen during the Class Period, and which are: (i) based on or reasonably related to the claims asserted or alleged against the Releasees or any Releasee in the Litigation; and (ii) claims that were or could have been asserted against the Releasees or any Releasee arising out of, based on, or related to the claims or the facts asserted or alleged in the Litigation, including but not limited to claims for misclassification, wages (including but not limited to claims for and relating to unpaid wages, minimum wage, regular wages, overtime pay, final wages, calculation of pay, including any regular rate of pay, expense reimbursement, kickback violations based on business expenses, spread and call-in pay, service fees, tip crediting and tip pooling violations, and meal and rest period violations, including meal period and rest period premiums), payment dates, wage statements, meal and/or rest periods/breaks, time-shaving, pay information, erroneous recordkeeping or paperwork, expense or cost reimbursement or amounts, misappropriation of tips or service fees, payment of wages when due, unfair competition, record-keeping violations, tortious interference with economic advantage, breach of contract, fraud and intentional misrepresentation, conversion, and any alleged improprieties with Instacart’s Independent Contractor Agreement, regardless of whether such claims are based in contract or tort, common law or equity, federal, state, or local law, constitution, statute, ordinance, rule, or regulation, violations of Industrial Welfare Commission Wage orders, or any other legal theory. For clarity, this release applies only to claims related to, premised on, based upon or concerning allegations of independent contractor misclassification, including those claims alleged in the Litigation.

The Settlement Class Members’ Released Claims as defined above include a release of claims for any type of relief that can be released as a matter of law, including without limitation any claims for compensatory, consequential, punitive or exemplary damages, statutory damages, liquidated damages, punitive damages, restitution, disgorgement, injunctive relief, declaratory relief, equitable relief, an accounting, penalties (including waiting time penalties pursuant to Labor Code section 203, wage statement penalties pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq.) (“PAGA”), interest, attorneys’ fees, costs or disbursements.

The Settlement Class Members’ Released Claims also include, but are not limited to, any and all claims for attorneys’ fees, costs or disbursements incurred by Class Counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or by the Named Plaintiffs or Settlement Class Members or any of them, in connection with or related in any manner to the Litigation, the Settlement of the Action, the administration of such Settlement and/or the Released Claims, except to the extent otherwise specified in this Agreement.

All Class Members who do not timely and formally opt out of the Settlement by requesting exclusion as described below shall be bound by this release for all claims. For Fair Labor Standards Act (“FLSA”) claims, all Class Members (other than Named Plaintiffs and Related Action Plaintiffs) who do not opt out shall be bound by the release of the FLSA claims. The Named Plaintiffs and Related Action Plaintiffs have agreed in advance to release their FLSA claims, in addition to other claims.

With respect to all Settlement Class Members (other than Named Plaintiffs and Related Action Plaintiffs), Settlement Class Members do not release other claims that are not within the definition of Settlement Class Members’ Released Claims, including claims for retaliation, wrongful termination, unemployment, disability, worker’s compensation, claims outside of the Class Period and claims by in-store shoppers for the time period during which they have been classified by Instacart as Instacart employees, or claims that cannot be released as a matter of law.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Instacart and the Releasees about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this litigation will apply to you and legally bind you.

If you wish to obtain additional information about this Settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the Class Counsel at www.GrovesShopperSettlement.com or any other lawyer.

5. How much will my payment be?

Instacart's records reflect that you have <<in_store_services_hours>> hours performing In-Store Services and <<delivery_services_hours>> hours performing Delivering Services. As a result, under the Settlement you have been allocated <<total_points>> points. (As described above, Settlement Class Members are awarded one point for each hour performing In-Store Services and two points for each hour performing Delivering Services.)

If you think the hours information above is wrong, you must submit a written, signed challenge along with supporting documents to the Claims Administrator at the address provided in this Notice, postmarked by no later than thirty (30) calendar days after the postmark date of the original Notice, or within ten (10) days after the postmark date of any re-mailed Notice, whichever is later. You must specify your Unique ID <<Unique_ID>> and Password <<Password>> with any written challenge.

6. How can I get a payment?

To receive a payment under this Settlement, **you must submit a Claim by January 14, 2020.**

Your Unique ID is <<Unique_ID>> and your Password is <<Password>>.

Claims can be submitted online by navigating to the web page at www.GrovesShopperSettlement.com and following the instructions, or by filling out the enclosed Claim Form and submitting it to Epiq, the Claims Administrator, at the following address, by mail or email:

Groves Shopper Claims Administrator
PO Box 4178
Portland, OR 97208-4178
info@GrovesShopperSettlement.com

If you do not submit a Claim by January 14, 2020, you will not receive payment under the Settlement.

IMPORTANT:

You must notify the Claims Administrator of any change of address to ensure receipt of your Settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The Claims Administrator shall direct any unclaimed funds to the Workers' Rights Clinic of Legal Aid at Work. If your check is lost or misplaced, you should contact the Claims Administrator immediately to request a replacement.

If you opt out of the Settlement and also submit a Claim for payment, you will not receive payment under the Settlement, and will be treated as an opt-out as described in section 7 below.

The Court will hold a hearing on January 14, 2020, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a couple months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of this Settlement?

If you do not wish to participate in this Settlement, you may exclude yourself from the Settlement, or "opt out." If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms. To opt out, you must submit a written request to the Claims Administrator.

The address to send opt-out requests to the Claims Administrator is:

Groves Shopper Settlement Administrator
PO Box 4178
Portland, OR 97208-4178

Your request for exclusion must state that you wish to opt out of the Settlement by stating the following: “I do not want to be part of the Settlement Class in the Groves v. Maplebear class action.”

This request for exclusion must be signed, state the class member’s name and address, and be postmarked no later than **November 14, 2019**. Written requests for exclusion that are postmarked after this date, or are unsigned by an individual Class Member, will be rejected, and those Class Members will remain bound by the Settlement and the releases described above.

8. How do I tell the Court that I don’t like the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement. Objections must be in writing and state your name, current address, telephone number, dates of service with Instacart, the last four digits of your Social Security number, and a description of why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing. The objections must be sent to the Claims Administrator and be postmarked on or before **November 14, 2019**. All objections or other correspondence must also state the name and number of the case, which is *Groves, et al. v. Maplebear, Inc. d/b/a Instacart*, in the Superior Court of the State of California, in and for the County of Los Angeles, Case No. BC695401.

To object to the Settlement, you must not opt out of the Settlement, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. Any Class Member who does not object in the manner provided in this notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The address for the Claims Administrator is:

Groves Shopper Claims Administrator
PO Box 4178
Portland, OR 97208-4178

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 8:30 am on **January 14, 2020**, at the Los Angeles County Superior Court, Stanley Mosk Courthouse in Department 56, located at 111 North Hill Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If the Settlement is not approved, or if there are objections to the Settlement and the Settlement is appealed, the litigation may continue and take some time (possibly years) to resolve. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Claims Administrator at (855) 930-0677 or write to Groves Shopper Claims Administrator, PO Box 4178, Portland, OR 97208-4178; or contact Groves Class Counsel at (617) 994-5800.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement and Amendment(s) thereto. You may receive copies of the Settlement Agreement and amendment documents, or get more details about the lawsuit, by writing to Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston MA 02116 or by examining the documents at the following website: www.GrovesShopperSettlement.com

The address for Class Counsel is as follows:

Shannon Liss-Riordan
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.LLRLaw.com
Tel: 617-994-5800
Fax: 617-994-5801
Email: claims@LLRLaw.com

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.