

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(CLASS ACTION)
SUPERIOR COURT OF QUEBEC

No.: 500-06-001211-222

S. [REDACTED] M. [REDACTED], residing and domiciled at
[REDACTED];

Plaintiff

vs.

MAPLEBEAR INC., a legal person constituted according to the law, having its head office located at 50 Beale Street, Suite 600, San Francisco, California, United-States of America, 94105;

-and-

MAPLEBEAR CANADA INC., a legal person constituted according to the law, having its head office located at 1300-1959 ST Upper Water, Halifax, Province of Nova-Scotia, B3J 3R7, its elected domicile at 240 ST Richmond W, Toronto, Province of Ontario, M5V 1V6, and having its *fondé de pouvoir* at 1 Place-Ville-Marie, Suite 3000, in the City and District of Montreal, Province of Quebec, H3B 4N8;

-and-

MAPLEBEAR DELIVERY CANADA INC., a legal person constituted according to the law, having its head office located at 2600-Three Bentall Centre 595 Burrard Street, Vancouver, Province of British Columbia, V7X 1L3, and having its *fondé de pouvoir* at 1 Place-Ville-Marie, Suite 3000, in the City and District of Montreal, Province of Quebec, H3B 4N8;

Defendants

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Art. 574 C.C.P. and following)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OF QUEBEC,
SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF STATES THE
FOLLOWING:**

Introduction

1. Plaintiff wishes to institute a class action on behalf of the following group, of which Plaintiff is a member, namely:

All residents of Quebec who have completed a transaction on Defendants' "Instacart" mobile app or on Defendants' Instacart.ca website and who paid a price higher than initially indicated or advertised, including without limitation paying for service fees, delivery fees, and/or other fees, or any other group or sub-groups to be determined by the Court;

(hereinafter referred to as "Plaintiff(s)", the "Class Member(s)", the "Class", the "Group Member(s)", the "Group", or the "Consumer(s)").

2. Defendant Maplebear Inc. is a Delaware (USA) corporation, headquartered in San Francisco, California (USA), doing business as "Instacart" (hereinafter "**Instacart USA**").
3. Defendant Maplebear Canada Inc. is a Canadian corporation, headquartered in Halifax (Nova-Scotia), with an elected domicile in Toronto (Ontario), and its *fondé de pouvoir* located in the District of Montreal (Quebec), the whole as more fully appears from the *Registraire des entreprises* report regarding Defendant Maplebear Canada Inc., communicated herewith as **Exhibit P-1** (hereinafter "**Instacart Canada**").
4. Defendant Maplebear Delivery Canada Inc. is a Canadian corporation, headquartered

in Vancouver (British Columbia), with its *fondé de pouvoir* located in the District of Montreal (Quebec), the whole as more fully appears from the *Registraire des entreprises* report regarding Defendant Maplebear Delivery Canada Inc., communicated herewith as **Exhibit P-2** (hereinafter “**Instacart Delivery Canada**”).

5. As appears from Exhibit P-1, Instacart Canada is the wholly owned subsidiary of Instacart USA and also does business under the name “Instacart™”.
6. As appears from Exhibit P-2, Instacart Delivery Canada does business under the name “Instacart (MC)”.
7. Given their close ties, Instacart USA, Instacart Canada and Instacart Delivery Canada, are being collectively referred to herein as “**Instacart**”.
8. As appears from Exhibit P-1, Instacart Canada describes its main activity as “*Autres magasins d'alimentation spécialisés*”.
9. Pursuant to the Instacart “Privacy Policy” and the Instacart “Terms of Service”, which are both posted on and viewable from the Instacart.ca website and the Instacart mobile application used by Class Members, Instacart indicates that it is located in the United States and that the Instacart customers are transacting with Maplebear Inc. (namely Defendant Instacart USA), the whole as more fully appears from a copy of the Instacart “Privacy Policy” communicated herewith as **Exhibit P-3**, and the Instacart “Terms of Service” communicated herewith as **Exhibit P-4**.

The situation

10. Instacart partners with popular retailers in the United States and Canada (including Quebec) in order to sell and deliver groceries and other products to consumers and other purchasers. Defendants operate and maintain the “Instacart” mobile application, the Instacart.ca website in Canada and the Instacart.com website in the U.S.A.

(collectively the “**Instacart platform**”), allowing their customers to order groceries and other products from participating retailers, for delivery.

11. Since at least June 15, 2021, Defendants offer the sale and delivery of groceries and other products from a large variety of well-known retailers in the Province of Quebec (including in and around Montreal, Quebec City, Sherbrooke and Gatineau), such as without limitation Metro, Costco, Linen Chest, Indigo, Sephora, Dollarama, Pharmaprix, les Aliments M&M, Bureau en gros, Giant Tiger, Michaels, and Walmart.
12. It should be noted that certain retailers, for example Costco, only sell goods and services to their established members. Indeed, Costco customers must pay a yearly membership fee in order to have the privilege to purchase goods and services at either the Costco physical warehouse stores or online at www.costco.ca. However, through the Instacart platform, Class Members are able to purchase items from Instacart directly, namely items/goods emanating from the Costco retailer, without being a Costco member and without having to provide any proof of their Costco membership.
13. On November 21, 2022, Plaintiff placed an order for certain products emanating from the Costco retailer, to be delivered to his home in the District of Montreal, using the Instacart platform, the whole as more fully appears from the Instacart order receipt email sent to Plaintiff, communicated herewith as **Exhibit P-5**. As appears from the end of that Instacart order receipt email, Defendants identify themselves as:

“Instacart

50 Beale St. Suite 600. San Francisco, CA 94105

Web: <https://www.instacart.ca>”

14. In addition, the said Instacart order receipt email also refers to the P-4 “Terms of Service” and confirms that the delivery services to Plaintiff’s residence had apparently been provided by Defendant Maplebear Delivery Canada Inc.
15. A purchase on the Instacart platform involves at least five (5) different steps, the whole

as more fully appears from various screenshots from the Instacart platform, communicated herewith as **Exhibit P-6**, *en liasse*.

16. At the first stage, the customer has the option to select from a list of retailers or can use the search bar (at the top of the page) to find an item or retailer to purchase from. Although the only option available is for the selected items to be delivered to the customer, no service fees or delivery fees appear at this stage.
17. At the second stage, the customer is directed to a selection page wherein items sold by the selected retailer are listed and where the customer can add said items into their virtual shopping cart. At this stage, the cart indicates the total number of items selected by the customer but does not display the total price for all selected items and does not display any service fees, delivery fees, or other fees that Instacart will ultimately charge the customers.
18. At the third stage, the customer sees an overview of all selected items along with the total price for said products. No service fee, delivery fees, or other fees appear at this stage either.
19. At the fourth stage, the customer provides instructions for delivery, namely the expected time for delivery, the location / address where the goods are to be delivered, instructions as to whether to ring the doorbell or not, the mobile telephone number to be reached, the payment information, etc. It is only at this point in the transaction that the total price plus applicable taxes (GST and PST) for all selected items is displayed. More importantly, it is also only at this point in the transaction that the Instacart service fees and Instacart delivery fees are displayed, for the very first time.
20. At the fifth stage, the customer can add an optional tip amount for the "delivery person" and can then submit the order and gets charged.
21. Defendants therefore charged a higher price than that advertised, displayed and indicated at the initial review stage of the transaction (aside from applicable GST/HST and PST).

22. By not prominently advertising and displaying the “all-in” price (aside from applicable GST/HST and PST), Defendant contravened sections 219, 224 (c), and 228 of the Consumer Protection Act (“CPA”).
23. According to section 224 (c) CPA, no merchant may, by any means whatever, charge, for goods or services, a higher price than that advertised. The advertised price must include all amounts payable, with the exception of applicable taxes, and clearly show the amounts of which it is composed, including, in this case, delivery fees, service fees, or other fees.
24. Indeed, Defendants illegally charge fees, including but not limited to delivery fees, priority fees, service fees (including additional service fees and/or surcharges), alcohol service fees, heavy order fees, direct-to-consumer shipping fees, long distance fees (for deliveries outside the delivery area for a Retailer), special handling fees, and bag fees (plus taxes on these fees). None of these additional fees are displayed or advertised by Instacart at the initial stages of the transaction.
25. By charging Plaintiff and the Class Members more than the price advertised and displayed before the payment stage, Defendants contravened s. 224 (c) of the CPA and must compensate Plaintiff and Class Members for all said fees paid by them but not announced before checkout.
26. At no time before checkout have the amount of these delivery fees, service fees and other charges been announced, and the same applies to the total price including these costs, as appears from Exhibit P-6.
27. It is only at the fourth stage that Defendants disclose all additional fees, including without limitation the delivery and service fees.
28. Defendants confirm on the Instacart platform that “The service fee helps support the Instacart platform and covers a range of operating costs including insurance,

background checks, and customer support.”, and that the priority fee “covers the additional cost of prioritizing your order”, the whole as appears from Exhibit P-6.

29. Plaintiff and the Class Members therefore paid for delivery fees, service fees, and/or other fees that were not advertised or displayed before checkout and that were added by Defendants only when it was time to finalize the transaction.
30. Defendants decided not to inform Plaintiff and Class Members of these fees prior to them reaching the final stages of the transaction.
31. Defendants also made a false and misleading representation (in contravention to s. 219 of the CPA) by failing to accurately display and describe the amount of delivery fee, service fees and/or other fees in the prior steps leading to the transaction, which inevitably had to be paid by Plaintiff and the Class Members.
32. Furthermore, Defendants failed to mention an important fact, namely to disclose the service fees and delivery fees (which accounted for \$9.99 plus taxes in the case of Plaintiff's order), in the representations made to Plaintiff and the Class Members before they reached the checkout stage. By omitting to properly display the actual service fees and delivery charges while Plaintiff (and other Class Members) shop on the Instacart platform, Defendants thereby contravene s. 228 of the CPA.
33. Defendants intentionally display the real price that consumers are charged only at the checkout stage, although the delivery fees and service fees could easily be advertised and displayed before proceeding to that final stage, namely displaying the fees right at the initial stage of the transactions as required by law.
34. Defendants could clearly announce said delivery fees and service fees at the earlier steps leading up to the final payment stage and Defendants intentionally concealed the real price and additional amounts in order to catch Consumers' attention, to incite and mislead them into concluding a purchase. As a result of Defendants' misleading

and prohibited practices, Consumers are unable to adequately compare the price of the goods or services they buy.

35. Defendants' overall conduct before and during the violation is therefore illegal, careless, abusive, and ignores the Consumers' rights and clearly applicable CPA.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

36. Plaintiff reiterates the above allegations in the present section.

37. As mentioned above, on November 21, 2022, Plaintiff placed an order for certain products emanating from the Costco retailer, using the Instacart platform, the whole as more fully appears from the Instacart order receipt email, Exhibit P-5.

38. As appears from Plaintiff's Instacart order receipt email (Exhibit P-5), Plaintiff was charged a total of \$9.99 plus taxes in delivery fees and service fees which had not been disclosed, displayed and/or advertised by Defendants at the initial steps of Plaintiff's transaction on the Instacart platform, namely Instacart had added and charged a \$4 service fee and a \$5.99 delivery fee (both plus taxes), which amount Plaintiff claims herein from Defendants solidarily, in addition to the punitive damages claimed herein as well.

39. Plaintiff has suffered a clear loss as a result of Defendants' misconduct and intentional failure to comply with the Law, namely the amounts of \$9.99 (plus taxes).

40. By advertising and displaying an incomplete or fragmented price, instead of emphasizing the real price that Consumers must pay at the payment stage, Defendants contravened s. 224 c) of the CPA.

41. Plaintiff trusted and relied upon Defendants' misrepresentations of the prices for the goods and services offered on Instacart at the initial stage, and was ultimately misled

by Defendants' failure to disclose the delivery fees and service fees that are automatically added to Plaintiff and Class Members' total price at the very final checkout stage of the transaction.

42. Plaintiff was not aware of said delivery fees and service fees prior to checkout, and was therefore deprived of important facts to make an informed decision before agreeing to purchase at the payment stage.

43. Plaintiff and the Class Members were justified in assuming that Instacart would respect its pricing and advertising obligations under the CPA.

44. Furthermore, Defendants' ongoing violations are intentional and their conduct displays ignorance and carelessness with respect to their clear legal obligations under the CPA. In that event, Plaintiff is justified in claiming punitive damages for a breach of the CPA, on his behalf and on behalf of the Class Members.

45. Indeed, Defendants' said actions show a malicious, oppressive and high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with their Customers. In that event, punitive damages should be awarded to the Plaintiff and the Class Members.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

46. Each Class Member has used the Instacart platform (app or website) in order to complete a transaction, namely ordering groceries and/or other products for delivery.

47. Every Class Member paid a higher price than that initially displayed and advertised by Defendants before the final payment stage and therefore suffered ascertainable loss as a result of Defendants' misconduct and failures to comply with the Law, namely the extra fees charged (plus taxes on said fees).

48. Every Class Member trusted and relied upon Defendants' representations of the total price for the goods and services offered on Instacart, and were ultimately misled by Defendants' failure to disclose the additional service fees, delivery fees and/or other fees before checkout.
49. Every Class Member was not displayed the amount of said fees prior to the checkout stage, and was therefore deprived of important facts to make an informed decision before agreeing to purchase at the payment stage.
50. Furthermore, Defendants' violations are intentional and their conduct displays ignorance and carelessness with respect to their legal obligations. In that event, punitive damages should be awarded to the Class Members and the Plaintiff.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

51. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons.
52. Plaintiff is unaware of the specific number of persons who have completed a transaction on the Instacart mobile app or on the www.instacart.ca website. However, same-day delivery is available to approximately 90 per cent of Canadian households and all 10 provinces. Accordingly, Plaintiff estimates that tens of thousands of people are included in the putative Class in Quebec.
53. Class Members are numerous and are scattered across the entire province.
54. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and

expense to all parties and to the court system.

55. Moreover, a multitude of actions instituted risks leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.
56. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action.
57. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice.
58. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' misconduct and false advertising.
59. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:
 - a) Did Defendants violate the Consumer Protection Act and/or the Civil Code of Quebec?
 - b) Are the Plaintiff and the Class Members entitled to a reduction of their obligation equivalent to the amount of extra fees (including taxes) charged by Defendants and paid by the Class Members, including without limitation delivery fees, service fees, additional service fees, surcharge fees, alcohol service fees, heavy order fees, direct-to-consumer shipping fees, long distance fees, special handling fees, and/or bag fees?
 - c) Are Defendants responsible to pay punitive/exemplary damages to the Class Member, per transaction, and if so, in what amount?

60. The majority of the issues to be dealt with are issues common to every Class Member.
61. The interests of justice favor that this Application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

62. The action that the Plaintiff wishes to institute for the benefit of the Class Members is an action in damages, consumer protection, and restitution.
63. The facts alleged herein appear to justify the conclusions sought by the Plaintiff (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiff wishes to introduce by way of an Originating Application:

GRANT the class action of the Representative Plaintiff and each of the Class Members;

DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class Members;

CONDEMN the Defendants to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, including without limitation for delivery fees, service fees, additional service fees, surcharge fees, alcohol service fees, heavy order fees, direct-to-consumer shipping fees, long distance fees, special handling fees, and/or bag fees (plus taxes), and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay to each of the Class Members a sum to be determined, per transaction, in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to the Law from the date of service of the original Application for Authorization;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fee and publication fees to advise members.

64. Plaintiff suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:
- a. Many Class Members, including Plaintiff, are domiciled in the District of Montreal and completed their Instacart order in the District of Montreal, which includes delivery in the District of Montreal;
 - b. Defendants Instacart Canada's and Instacart Delivery Canada's *fondé de pouvoir* is in the District of Montreal;

- c. The Plaintiff's legal counsel practice in the District of Montreal;
 - d. Clause 17 of the Instacart Terms of Service (Exhibit P-4) specifically provides for the jurisdictions of the Courts of competent jurisdiction in the City of Montreal.
65. Plaintiff, who is requesting to be appointed as Representative Plaintiff, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.) since Plaintiff;
- a. is a member of the Class who completed a transaction on the Instacart platform and was charged service fees and delivery fees by Instacart, in contravention to s. 224 (c) of the CPA, as detailed above;
 - b. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;
 - c. is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;
 - d. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
 - e. does not have interests that are antagonistic to those of other Class Members;
 - f. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
 - g. has given the mandate to the undersigned attorneys to post the present

matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members;

- h. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

66. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

AUTHORIZE the institution of a class action in the form of an originating application in damages, consumer protection, and restitution;

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

All residents of Quebec who have completed a transaction on Defendants' "Instacart" mobile app or on Defendants' Instacart.ca website and who paid a price higher than initially indicated or advertised, including without limitation paying for service fees, delivery fees, and/or other fees, or any other group or sub-groups to be determined by the Court;

IDENTIFY the principle issues of law and fact to be treated collectively as the following:

- a) Did Defendants violate the Consumer Protection Act and/or the Civil Code of Quebec?

- b) Are the Plaintiff and the Class Members entitled to a reduction of their

obligation equivalent to the amount of extra fees (plus taxes) charged by Defendants and paid by the Class Members, including without limitation delivery fees, service fees, additional service fees, surcharge fees, alcohol service fees, heavy order fees, direct-to-consumer shipping fees, long distance fees, special handling fees, and/or bag fees?

- c) Are Defendants responsible to pay punitive/exemplary damages to the Class Member, per transaction, and if so, in what amount?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Representative Plaintiff and each of the Class Members;

DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class Members;

CONDEMN the Defendants solidarily to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, including without limitation for delivery fees, service fees, additional service fees, surcharge fees, alcohol service fees, heavy order fees, direct-to-consumer shipping fees, long distance fees, special handling fees, and/or bag fees (plus taxes), and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay to each of the Class Members a sum to be determined, per transaction, in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to the Law from the date of service of the original

Application for Authorization;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fee and publication fees to advise members.

DECLARE that all Class Members who have not requested their exclusion from the Group in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

FIX the time limit for opting out of the class at thirty (30) days from the date of the publication or notification of the notice to the Class Members;

ORDER the publication and notification of a notice to the Class Members in accordance with Article 579 C.C.P., pursuant to a further order of the Court and **ORDER** Defendants solidarily to pay for all said publication costs;

ORDER that said notice be available on the Defendants' Instacart website and mobile

application, their Facebook page(s), their Instagram pages, and their Twitter account(s), with a link stating “Important notice to all past or present users of Instacart in Quebec”;

THE WHOLE with costs including the Court filing fees herein and all costs related to the preparation, publication and dissemination of the notices to the Class Members.

MONTREAL, December 1, 2022

LEX GROUP INC.

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

4101 Sherbrooke St. West

Westmount, (Québec), H3Z 1A7

Telephone: 514.451.5500 ext. 321

Fax: 514.940.1605

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff(s) has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the application, the Plaintiff intends to use the following exhibits:

Exhibit P-1: *Registraire des entreprises* report regarding Defendant Maplebear Canada Inc.;

Exhibit P-2: *Registraire des entreprises* report regarding Defendant Maplebear Delivery Canada Inc.;

Exhibit P-3: Instacart Privacy Policy;

Exhibit P-4: Instacart Terms of Service;

Exhibit P-5: Plaintiff's Instacart order receipt email dated November 21, 2022;

Exhibit P-6: Various screenshots from the Instacart platform, *en liasse*.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of

the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, December 1, 2022

Lex Group Inc.

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff

**SUPERIOR COURT
(CLASS ACTION)**

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

S ■■■ M ■■■

Plaintiff

-vs-

MAPLEBEAR INC.

-and-

MAPLEBEAR CANADA INC.

-and-

MAPLEBEAR DELIVERY CANADA INC.

Defendants

**APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION**

COPY

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