

**NOTICE OF AUTHORIZATION OF A CLASS ACTION FOR SETTLEMENT
PURPOSES**

AND PRIOR NOTICE OF SETTLEMENT APPROVAL HEARING

INSTACART – QUÉBEC CLASS ACTION SETTLEMENT

YOU HAVE NOTHING TO PAY

If you completed a transaction for delivery in Quebec on the Instacart mobile app or the Instacart.ca website, you may be a member of a class action.

On December 1, 2022, Mr. Medalsy (the “**Representative Plaintiff**”) filed an *Application for Authorization to Institute a Class Action* (the “**Application for Authorization**”) against various Maplebear entities (doing business as “**Instacart**”) which asserted claims under the *Consumer Protection Act*, CQLR, c. P-40.1 and the *Civil Code of Québec*, CQLR, c. CCQ-1991, in relation to the completion of a transaction on the Instacart mobile app or the Instacart.ca website and the charging of a service fee, delivery fee, and any other fees. In essence, the Representative Plaintiff alleges that Instacart charged a higher price than that advertised, displayed and indicated at the initial stage of a transaction (excluding applicable GST/HST). Instacart denies these allegations and any wrongdoing, and no Court has concluded that there was any wrongdoing by Instacart.

The parties have reached a proposed Settlement without any admission of liability on the part of Instacart. This Settlement is subject to the approval of the Superior Court of Québec. The settlement approval hearing (Approval Hearing) will take place on **March 25, 2025**, at 9:30 a.m., in room **2.08** of the Montreal Courthouse or in any other room as designated by the judge sitting in room 2.08 at such time or as indicated on the Class Counsel website (lexgroup.ca).

The judgment which authorized this class action for settlement purposes only, and the proposed settlement, may affect your rights, whether you take action or not. Please read this notice carefully.

You will never be asked to pay anything.

Your Rights Regarding This Class Action:	
DO NOTHING	If you are a Class Member and you agree with the purpose of this class action and the proposed settlement, you have nothing to do and nothing to pay in order to participate in this class action. You have no obligation to be present in Court.
OPT OUT	If you opt out, you will not receive any compensation if the settlement is approved by the Court. This option allows you to pursue your own lawsuit against Instacart (Maplebear entities) regarding the completion of a transaction on the Instacart mobile app or the Instacart.ca website and the charging of a service fee, delivery fee and any other fee.

AT THE LATEST ON MARCH 10, 2025	
OBJECT AT THE LATEST ON MARCH 10, 2025	If you disagree with the proposed settlement, you can object to it or comment on it, and your objection/comments will be considered by the Court when deciding whether to approve the settlement. You can also be heard at the Approval Hearing (under certain circumstances detailed in the Settlement Agreement). You have no obligation to be present at the hearing. Note: You cannot object if you opt out of the class action.

These rights – **and the deadline for exercising them** – are explained in this notice.

THE CLASS ACTION

1. What is the purpose of this notice?

On December 1, 2022, the Representative Plaintiff filed the Application for Authorization against Maplebear Inc., Maplebear Canada Inc. (now Maplebear Canada ULC) and Maplebear Delivery Canada Inc. (now Maplebear Canada ULC) (collectively, “**Instacart**”). Since then, the parties have reached a proposed Settlement.

The Representative Plaintiff presented the Court with an application to authorize the proposed class action for settlement purposes only. On **January 24, 2025**, the Court authorized the Representative Plaintiff to institute a class action in the judicial District of Montreal on behalf of the Class Members against Instacart, for settlement purposes only.

The Court has not taken a position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the Representative Plaintiff have not been proven in Court.

This notice explains how the class action works, who the Class Members are, and their rights.

2. What is a class action?

It is a legal procedure instituted by an individual called the “Representative Plaintiff” on behalf of everyone with similar claims, called the “Class”. A class action allows the Court to rule on the dispute regarding all Class Members, except for those who choose to opt out (exclude themselves from the Class Action).

3. What is this class action about?

The Application for Authorization asserted claims for damages under the *Consumer Protection Act*, CQLR, c. P-40.1 and the *Civil Code of Québec*, CQLR, c. CCQ-1991. The Representative

Plaintiff alleged that Instacart charged a higher price than that advertised, displayed and indicated at the initial stage of a transaction (excluding GST/QST).

Instacart denies the allegations and any wrongdoing, and no Court has concluded there was any wrongdoing by Instacart.

THE CLASS MEMBERS

4. Who is a Class Member?

You are a Class Member if you are a customer who completed a transaction on the Instacart Canada Platforms during the Class Period and who placed an order for delivery in **Québec** and paid a price that included a service fee, delivery fee and/or any other fee.

“Class Period” means the period starting on June 15, 2021 and ending on July 31, 2024.

5. How do I participate in this class action?

If you are a Class Member and agree with this class action against Instacart and the proposed Settlement, you have nothing to do and nothing to pay in order to participate in this class action.

SETTLEMENT APPROVAL HEARING

6. What is the proposed Settlement?

Instacart agreed to settle the class action in exchange for a full release of the claims made in the Application for Authorization.

The Settlement Agreement provides, among other things, for the following, subject to Court approval:

1. Instacart agreed to implement a business practice change to its online transaction process for **Québec** users of its mobile app and website, going forward, so that Québec users are able to see and determine on the first screen or page where goods are selected the amount of non-optional fee(s) that may apply on an order.
2. The maximum total Settlement Amount to be paid by Instacart is \$734,592.25. This amount is comprised of:
 - a. The amount of \$469,000 will be distributed equally to eligible Class Members in the form of a credit issued directly to their Instacart account, which amount will be available automatically as a means of payment for a transaction on the Instacart Canada Platforms. The credit expires after 24 months.
 - b. Class Counsel Fees and expenses, including all administration and notice costs, of \$231,000 plus GST/QST, which will also be paid by Instacart. Class Members have nothing to pay in this regard.
3. A member will be eligible for a credit if they satisfy the following criteria (“**Credit Eligible Member**”):

- a. He/she placed at least one order during the Class Period via the Instacart Canada Platforms, for delivery to an address situated in the Province of **Québec** and was charged a non-optional Fee on this order;
- b. He/she has not submitted an Opt-out (Request for Exclusion); and
- c. He/she must have an active Account at the time of credit issuance and he/she must not have voluntarily deleted or deactivated his/her account or have been suspended or removed from the Instacart Canada Platforms due to a violation of Instacart's Terms and Conditions.

The Settlement Agreement and documents pertaining to this class action are available on Class Counsel's website (lexgroup.ca).

7. What is the next step regarding the proposed Settlement?

The Superior Court of Québec must approve the proposed Settlement Agreement before it can take effect. The Court will review the terms of the proposed Settlement Agreement to ensure that they are fair, reasonable and in the best interests of the Class Members.

The Final Approval Hearing will take place on **March 25, 2025**, at **9:30 a.m.** before the Superior Court of Québec, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montreal, Québec, in room **2.08** or in any other room as designated by the judge sitting in room 2.08 at such time or as indicated on the Class Counsel website (lexgroup.ca). At this hearing, the Court will hear any objection filed by Class Members regarding the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth below.

Class Members who do not oppose the proposed Settlement are not required to attend this hearing or to take any action (or pay anything) to indicate that they intend to be bound by it.

OPTING OUT: This is your only chance to opt out from the class action

8. What happens if I opt out?

If you decide to opt out of the class action, you retain your right to institute your own lawsuit against Instacart (Maplebear entities) in relation to the completion of a transaction on the Instacart mobile app or the Instacart.ca website and the charging of a service fee, delivery fee, and/or any other fee, and you will not be bound by the judgments rendered by the Court in this class action. Also, you will not be entitled to receive compensation if the proposed Settlement is approved by the Court. You will have strict legal deadlines in order to pursue your own rights and recourses against Instacart, at your own costs. You will **not** receive further notices and you will **not** be represented by Class Counsel Lex Group Inc.

9. What happens if I do not opt out or if I do nothing?

If you do not opt out of the class action or if you do nothing, you will be entitled to receive a Credit if the Settlement is approved by the Court and you are a Credit Eligible Member. As such, you give up your right to institute your own lawsuit against Maplebear entities regarding the fees and will be bound by the judgments rendered by the Court in this class action.

10. How do I opt out?

If you do not wish to be part of this class action, you can opt out by sending to the clerk of the Superior Court of Québec a signed letter containing the following information:

- The class action file number and name: 500-06-001211-222 (*Medalsy v. Maplebear inc. et al*).
- Your name, current mailing address and email address.
- Your statement: “I am a class member and I wish to opt out of the class action”.
- Your signature.

You must send your letter, with a copy by email to Class Counsel no later than March 10, 2025, at the following addresses:

<u>TO:</u> Clerk of the Superior Court of Québec File: 500-06-001211-222 Montreal Courthouse 1 Notre-Dame Street E., Suite 1.120 Montréal (Québec) H2Y 1B6	<u>WITH COPY TO:</u> Mtre. David Assor Lex Group Inc. 4101 Sherbrooke St. West Montreal, Québec, Canada H3Z 1A7 Email: davidassor@lexgroup.ca
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OBJECTING TO THE PROPOSED SETTLEMENT

11. What should I do if I disagree with the proposed Settlement?

If you disagree with the Settlement Agreement but you do not wish to opt out of the class action, you can object to or comment on the Settlement Agreement by delivering a written submission on or before **March 10, 2025** filed with the Court, Class Counsel and Maplebear’s Counsel in accordance with Section 7(a) of the proposed Settlement Agreement and containing the following information:

- A heading referring to this proceeding (*Medalsy v. Maplebear inc. et al*, 500-06-001211-222).
- Your name, current address, and telephone number and, if represented by counsel, the name and contact information of your counsel.
- A statement that you completed a transaction on the Instacart mobile app or the Instacart.ca website, during the Class Period.
- A statement whether you intend to appear at the Approval Hearing, either in person, remotely, or through counsel.
- A statement of the objection and the grounds supporting the objection.
- Copies of any papers, briefs, or other documents upon which the objection is based.
- Your signature.

You must send your objection by email to Class Counsel and Maplebear’s Counsel, at the following addresses:

<u>TO:</u>	<u>WITH COPIES TO:</u>
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Mtre. David Assor, Class Counsel Lex Group Inc. 4101 Sherbrooke St. West Montreal, Québec, Canada H3Z 1A7 Email: davidassor@lexgroup.ca	Mtre. Simon J. Seida, Maplebear's Counsel Blake, Cassels & Graydon LLP 1 Place Ville Marie, Suite 3000 Montreal, Québec, Canada H3B 4N8 Email: simon.seida@blakes.com
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The Court cannot change the terms of the Settlement. Any objections will be used by the Court to consider whether to approve the Settlement. You cannot object to or comment on the Settlement if you opt out of the class action.

COMPENSATION UNDER THE SETTLEMENT AGREEMENT

12. What happens if the Settlement Agreement is approved by the Court?

If the Settlement Agreement is approved by the Court, each Credit Eligible Member will receive a Credit, which value is to be determined by dividing the amount of \$469,000 (the Distribution Fund), by the number of Credit Eligible Members. The Credit will be made available automatically and directly into their Instacart account, which amount will be available as a means of payment for a transaction on the Instacart Canada Platforms.

CLASS COUNSEL

13. Who are the lawyers working on this class action?

The law firm Lex Group Inc. represents the Representative Plaintiff and the Class Members. They are known as “Class Counsel”. You may contact them using the contact information found at the end of this notice. You do not have to pay anything to Class Counsel.

14. Are there fees for the Class Members?

You do not have to pay the lawyers working on this class action. Class Counsel have taken this case on a contingency agreement, and their legal fees and disbursements will be paid by Instacart, subject to Court approval.

If the Settlement is approved by the Court, the lawyers representing the Class Members will be paid an amount provided for in the Settlement Agreement, will **not** be deducted from the Distribution Fund. The Court will decide on the reasonableness of the fees and costs requested by Class Counsel. You are therefore **not** being asked to pay any portion of these fees or costs.

FOR MORE INFORMATION

If you have questions, you can contact Class Counsel by mail, email or telephone. Your name and any information provided will be kept confidential. **Please do not contact Maplebear, nor any of the Judges of the Superior Court of Québec.**

Class Counsel

Mtre. David Assor

Lex Group Inc.

4101 Sherbrooke St. West

Montreal, Québec, Canada H3Z 1A7

Telephone: (514) 451-5500 (ext. 101)

Email: davidassor@lexgroup.ca

This notice has been approved by the Superior Court of Québec.