

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

**(Sumerlin, et al. v. Maplegear, Inc., dba Instacart, Los Angeles Superior Court Case No. BC603030)  
(Camp, et al. v. Maplegear, Inc., dba Instacart, Los Angeles Superior Court Case No. BC652216)**

Settlements have been reached in two class action lawsuits involving current and former Instacart Shoppers. Instacart's records show you are or were a Shopper at some point between January 9, 2011 and August 31, 2017, and you may be entitled to receive a payment from the settlement(s).

«Barcode» «BarcodeString»  
SIMID «SIMID»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City» «Abbrev» «Zip»

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

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS:</b>	
<b>Do Nothing and Receive a Payment</b>	<p>If you are a member of the Settlement Class(es), you will automatically receive a payment if you do not exclude yourself.</p> <p>Your estimated Claim amount is: \$«MERGED_EstSettAmnt_CALC». See the explanation below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this Notice. If your address has changed, please notify the Claims Administrator as explained below.</p> <p>As detailed below, being a member of the Settlement Class(es) will release specified claims that you may have against Instacart. Additionally, <b>cashing the settlement payment mailed to you will also release FLSA claims that you may have against Instacart. See the explanation below.</b></p>
<b>Exclude Yourself From the Settlement</b>	<p>If you do not want to be a member of the Settlement Class(es), you must exclude yourself by sending a letter to the Claims Administrator no later than the deadline provided in section 7 below.</p> <p>If you request exclusion from the Settlement Class(es), you will receive <b>no money from the Settlement(s)</b>, 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 are set forth below.</p>
<b>Object to the Settlement</b>	<p>If you want to object to the settlement(s), you may write to the Court about why you do not like the settlement(s).</p> <p>Directions are provided below.</p>

## 1. Why did I get this Notice?

The plaintiffs and the defendants in the *Sumerlin, et al. v. Maplear, Inc., dba Instacart* case and the *Camp, et al. v. Maplear, Inc., dba Instacart* case have reached settlements in both lawsuits.

**You received this Notice because you have been identified as a member of the following Settlement Class(es):**

**«MERGED Sumerlin X » Sumerlin Settlement Class**

**«MERGED Camp X » Camp Settlement Class**

**For the Sumerlin lawsuit, the Sumerlin Settlement Class is defined as the following:**

All individuals who performed Covered Services for Instacart during the time period of December 2, 2011 through July 25, 2016.

“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 order’s through checkout, ringing up a customer’s order at a checkout station, and/or preparing the order for delivery (“In-Store Services”); or (ii) transporting a customer’s order from the retail store to a location specified by the customer (“Delivering Services”).

**For the Camp lawsuit, the Camp Settlement Class is defined as the following:**

All individuals who performed Covered Services for Instacart during the time period of January 9, 2011 through August 31, 2017.

“Covered Services” are services performed through the Instacart platform in California, New York, Colorado, Illinois, Washington State, Oregon, Massachusetts, Pennsylvania, Indiana, Texas, Georgia, Maryland, Virginia, Florida, Minnesota, New Jersey, Arizona, Washington D.C., Michigan, Connecticut, and North Carolina (“the Instacart States”), 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, waiting for and accepting a customer’s order, retrieving a customer’s selected items from a retail store, taking a customer order’s through checkout, ringing up a customer’s order at a checkout station, and/or preparing the order for delivery (“In-Store Services”); or (ii) transporting a customer’s order from the retail store to a location specified by the customer (“Delivering Services”).

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

## 2. What are these class action lawsuits about?

On December 2, 2015, Alicia Sumerlin, Denice Sealy, Era Alta, Denise Schwartz, Nicole Crawford, and Cordaro Sadder filed a complaint in Los Angeles County Superior Court. John Wills and Derek Brayton joined the case as plaintiffs later in the case. This case is entitled *Sumerlin, et al. v. Maplear, Inc. d/b/a Instacart*, Case Number BC603030. This Notice refers to this as “the Sumerlin lawsuit”.

On February 28, 2017, Dominic Cobarruviaz, Arlin Golden, John Reilly, Christopher Russell, Susan Bannon, Batya Weber, Derek Williams, Jonathan Husting, Matthew Clayton, Ladia Armstrong, Stephanie Weidner, Margaret Connolly, Matthew Parsons, Sarah Lester, Nathan Raines, Benjamin Boven, Amy Nosek, James Richie, Andrew Kendrick, Ana Arias, Aegea Barclay, Kenneth Reilly Barton, Jayson Calendario, Casey Camp, Michael Connors,

Victor Francis, Modi Frank, Stefanie Frizzell, Tachina Garrett, Shannon Goodsell, Mimi Hayes, Timothy Hearl, Michael Hearn, Christopher Holmes, Marcella Holmes, Lea Johnson, Kevin Jones, Shannon Kitchen-Juarez, Lindsay Kreslake, Jennell Leveque, Daniel Major, Christopher Martinez, Carolina Mayorga, Matthew McIntyre, Yoshinari Mogi, Jeremy Nail, Elisabeth Perez, Skyla Pojednic, Allan Ritterband, Tracy Roebuck, Jason Skerik, Ammora Slaybaugh-Collins, Ja'neene Staton, Lily Sun, Ebangha Tanyi, Matthew Telles, Elizabeth Temkin, Paula Van, Mary Ann Varughese, Marketta Wilder, Margaret Wolf, Justin Zoeckler, Brian Zolenski, Laura Oxenfeld, Paulina Nguyen, Jeff Kendrick, Vanessa Bain, Mary Sylvia, Kimberlee Keller, Robin Drummond, Adan Botello, Cynthia Jennings, Alex Richter, Vicky Wilson, David Shempert, Deedra Everett, Tenola Hill, Alfred Mann, and Tommy Garadis filed a different complaint in the Los Angeles County Superior Court entitled *Camp, et al. v. Maplebear, Inc. d/b/a Instacart*, Case Number BC652216. This Notice refers to this as “the *Camp* lawsuit.”

The *Sumerlin* lawsuit and the *Camp* lawsuit claim that Instacart violated state and federal laws, including by misclassifying Shoppers as independent contractors, failing to 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 *Sumerlin* lawsuit or the *Camp* lawsuit is appropriate for class treatment for any purpose other than these settlements. Instacart has and will assert numerous defenses to these claims. Nothing in this Notice, the settlements, or any actions to carry out the terms of the settlements means that Instacart admits any fault, guilt, negligence, wrongdoing or liability whatsoever.

The Judge overseeing the case has reviewed the settlement. He approved the named plaintiffs to serve as representatives for the settlement classes defined in section 1, above. He also approved the law firm Blumenthal, Nordrehaug & Bhowmik to serve as *Sumerlin* class counsel, and The Arns Law Firm to serve as *Camp* class counsel.

### 3. What are the terms of these settlements?

**Settlement Amount** Instacart has agreed to pay \$2,000,000 in the *Sumerlin* lawsuit to the *Sumerlin* Settlement Class, and \$4,625,000 in the *Camp* lawsuit to the *Camp* Settlement Class, for a total of \$6,625,000.

This money includes:

- Payments to settlement class members
- Attorneys’ fees not to exceed \$500,000 for *Sumerlin* class counsel and \$1,541,512.50 for *Camp* class counsel
- Litigation costs not to exceed \$15,000 for *Sumerlin* class counsel and \$50,000 for *Camp* class counsel
- Administration expenses estimated at \$50,000 for the *Sumerlin* lawsuit and \$192,000 for the *Camp* lawsuit
- Payment to the Labor Workforce Development Agency of \$20,000 in the *Sumerlin* lawsuit and \$80,000 in the *Camp* 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
- Awards not to exceed \$7,500 each to the named plaintiffs in the *Sumerlin* lawsuit and ranging from \$500 to no more than \$5,000 to the named plaintiffs in the *Camp* lawsuit
- Taxes arising from payments under the settlement, including employer payroll taxes

In addition, Instacart has agreed to make several changes as a part of these settlements regarding tips and service charges, Shopper deactivation, an appeals process for de-activated Shoppers, and adding disclosures regarding Shoppers’ work performance and commercial car insurance.

The full settlement agreement is available at [www.instacartsettlement.com](http://www.instacartsettlement.com). Subject to the Judge’s approval, a summary of the terms of the settlement include:

**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 January 9, 2011 to August 31, 2017. The claims administrator will subtract the attorneys' fees and costs, settlement administration costs, incentive award to the named plaintiffs, employment taxes, and the amount to be paid to California Labor and Workforce Development Agency from the total \$6,625,000 settlement fund. Then the class members will share the remaining amount based on the points they are awarded under the following calculation:

**Each Sumerlin settlement class member will be awarded:**

- 1 point for each hour performing in-store services
- 2 points for each hour performing delivery services
- For settlement class members who spent 30 or more hours per week using the Instacart platform for 12 or more consecutive weeks, the points calculated above will be doubled

**Each Camp settlement class member will be awarded:**

- 0.725 points for each hour performing in-store or delivery services plus the following enhancements:
  - 0.125 points if the applicable minimum wage was \$8.00 to \$8.99 per hour
  - 0.25 points if the applicable minimum wage was \$9.00 to \$9.99 per hour
  - 0.275 points if the applicable minimum wage was \$10.00 or more per hour
  - 0.1 points for hours spent performing delivery services with a motor vehicle in New York
  - 0.05 points for hours worked after October 1, 2016
- For settlement class members who performed delivery services in California, Illinois, or Massachusetts, the points calculated for delivery services shall be doubled
- For settlement class members who spent 30 or more hours per week using the Instacart platform for 12 or more consecutive weeks, the points calculated above will be doubled

If eligible, settlement class members may receive payments under both the *Camp* settlement and the *Sumerlin* settlement. *Camp* settlement class members may not receive double payments from both the *Camp* settlement and the *Sumerlin* settlement for the same hour. Therefore, *Camp* settlement class members will not receive payments from the *Camp* settlement for any hour for which he or she receives payment from the *Sumerlin* settlement.

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, and whether the Class Member is receiving payment under the *Camp* settlement or the *Sumerlin* settlement.

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.

Settlement Class Members who do not opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement. **If you do nothing, you will remain part of the Settlement Class, a settlement check will be mailed to you, and you will release all claims you may have related to the allegations in the case,** as described in section 4 below.

**Tax Matters** For settlement class members who primarily performed services in California, Massachusetts, or Illinois, 10% of your payment shall be considered wages and 90% shall be considered non-wages, including penalties, interest and unreimbursed business expenses.

For settlement class members who primarily performed services in all other states, 50% of your payment shall be considered wages and 50% shall be considered non-wages, including penalties, interest and unreimbursed business expenses.

The wage portion shall be subject to all applicable income and payroll tax withholding and shall be reported as wages on an IRS Form W-2. The non-wage portion 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(s).

**Conditions of Settlement** The *Sumerlin* and *Camp* settlements are conditioned upon the Court entering an order at or following a final approval hearing on the settlement(s).

#### **4. What do I release by participating in these settlements?**

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

*Sumerlin* Settlement Class Members can participate in the *Sumerlin* settlement either by doing nothing and remaining in the class or by objecting to the settlement,

The *Sumerlin* 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, overtime pay, calculation of pay, payment dates, wage statements, meal or rest breaks, time-shaving, pay information, erroneous recordkeeping or paperwork, expense or cost reimbursement or amounts, unfair, unlawful or fraudulent business practices, or payment of wages when due, 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, breach of contract, fraud, conversion, tortious interference with economic advantage, violations of the California Labor Code, violations of the federal Fair Labor Standards Act, violations of Industrial Welfare Commission Wage orders, or any other legal theory.

The *Sumerlin* 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 *Sumerlin* 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 *Sumerlin* Named Plaintiffs or *Sumerlin* Settlement Class Members, or by the *Sumerlin* Named Plaintiffs or *Sumerlin* 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.

*Camp* Settlement Class Members who provided Covered Services in California, New York, Colorado, Illinois, Washington State, Oregon, Massachusetts, Pennsylvania, Indiana, Texas, Georgia, Maryland, Virginia, Florida, Minnesota, New Jersey, and North Carolina can participate in the *Camp* settlement either by doing nothing and remaining in the class or by objecting to the settlement,

The *Camp* 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 Members Releasers 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.

The *Camp* 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, whether under federal law or the laws of the Instacart States, including without limitation any claims for interest, penalties (including but not limited to waiting time penalties, wage statement penalties, record keeping penalties, and any and all other wage and labor-related penalties), civil penalties, attorneys' fees, costs, or disbursements, injunctive or declaratory relief; claims under federal, state or municipal laws, statutes, regulations or ordinances, including but not limited to, the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*; California law (including, without limitation, claims for penalties under California Labor Code §§ 203, 226, claims under the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.*) ("PAGA"), claims pursuant to California Labor Code §§ 200-204, 206.5, 210-1174, 1194, 1194.2, 1197, 1198, 2753, 2802, 2804, and 2699 *et seq.*, California Code of Civil Procedure section 1021.5, California Code of Regulations, Title 8, Sections 11010 and 11040, the Industrial Welfare Commission Wage Orders, claims under California Business and Professions Code Section 17200, *et seq.*); New York law (including, without limitation, New York Labor Law §§ 195 and 196-d; 652 and Part 142 of Title 12 of the New York Compilation of Codes, Rules, and Regulations Sections 142-2.2, 142-2.3, and 142-2.4), Pennsylvania law (including, without limitation, claims under the Pennsylvania Minimum Wage Act of 1968, the Pennsylvania Wage and Payment Collection Law, and the Pennsylvania Code); Colorado law (including, without limitation, claims under the Colorado Wage Claim Act, the Colorado Minimum Wages of Workers Act, and Colorado Minimum Wage Order Number 31); Illinois law (including, without limitation, claims under the Illinois Wage Payment and Collection Act, the Illinois Minimum Wage Law, Title 56 of the Illinois Administrative Code, and the Illinois Consumer Fraud and Deceptive Business Practices Act); Washington law (including, without limitation, claims under the Washington Revised Code §§ 19.86.020, 19.86.090, 49.46.090, 49.46.020 and 49.46.130, and Washington Administrative Code § 296-126-092); Indiana law (including, without limitation, claims under the Indiana Minimum Wage Law, Ind. Code Ann. § 22-2-2-4); Texas law (including, without limitation, claims under the Texas Lab. Code §§ 62.051 and

62.201); Georgia law (including, without limitation, claims under the Georgia Minimum Wage Law, Ga. Code Ann. §§ 34-4-3 and 34-4-6); Oregon law (including, without limitation, claims under the Oregon Revised Statutes §§ 652.120, 652.200, 653.025, 653.055, and 653.261, and Oregon Administrative Rule 839-020-0050); Massachusetts law (including, without limitation, claims under Chapter 151 of the Massachusetts Annotated Laws, §§ 1, 1A, 1B, and 20); Minnesota law (including, without limitation, the Minnesota Fair Labor Standards Act, Minn. Stat. § 177.27, subd. 8); North Carolina law (including, without limitation, the North Carolina Wage and Hour Act); Maryland law (including, without limitation, the Maryland Wage and Hour Law and Wage Payment and Collection Act); Arizona law (including, without limitation, the Arizona Wage Act); Florida law (including, without limitation, the Florida Minimum Wage Act, F.S.A. § 448.110); Washington D.C. law (including, without limitation, the District of Columbia Wage Payment and Collection Law and District of Columbia Minimum Wage Act); Michigan law (including, without limitation, the Workforce Opportunity Wage Act); Connecticut law (including, without limitation, Title 31 Chapter 558 Part I and II of the Connecticut General Statutes); New Jersey law (including, without limitation, the New Jersey Wage Payment Law and Wage and Hour Law); and Virginia law (including, without limitation, the Virginia Minimum Wage Act and Payment of Wage Law).

The *Camp* 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 *Camp* Named Plaintiffs or *Camp* Settlement Class Members, or by the *Camp* Named Plaintiffs or *Camp* 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 other than for Fair Labor Standards Act ("FLSA") claims. For FLSA claims, all Class Members (other than Named Plaintiffs) who cash their settlement payment checks shall be bound by the release of the FLSA claims. The Named Plaintiffs have agreed in advance to release their FLSA claims, in addition to other claims. **Thus, only Settlement Class Members (other than Named Plaintiffs) who cash the Settlement Check and thus opt-in to a release of their FLSA claims against Instacart shall release their FLSA claims against Instacart as detailed in this section, although Settlement Class Members who do not cash the Settlement Check still release all other Settlement Class Members' Released Claims.**

Additionally, for Camp Settlement Class Members (other than Named Plaintiffs) who provided Covered Services in Arizona, Connecticut, Michigan, and Washington D.C., those Camp Settlement Class Members shall only release claims against Instacart within the definition of the Camp Settlement Class Members' Released Claims *if the Camp Settlement Class Member cashes the Camp Settlement Check and thus opts-in to the Settlement.*

With respect to all Settlement Class Members (other than Named 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 these settlements or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the *Sumerlin* class counsel at [www.bamlawca.com](http://www.bamlawca.com), the *Camp* class counsel at [www.arnslaw.com](http://www.arnslaw.com), or any other lawyer.**

## 5. How much will my payment be?

Instacart's records reflect that you have «MERGED WorkHours InStore» hours performing in-store services and «MERGED WorkHours Delivery» hours performing delivery services. As a result, under the settlements you have been allocated «MERGED WorkHours Points» points. «MERGED In addition, Instacart's records ». **Based on this information, your estimated Claim is calculated to be \$«MERGED\_EstSettAmnt\_CALC».**

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 December 14, 2017, or within (10) days after the postmark date of any re-mailed Notice, whichever is later.

## 6. How can I get a payment?

To receive a payment under these settlements, **you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. The Claims Administrator is: *Sumerlin v. Maplebear* and *Camp v. Maplebear*; c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, (888) 406-0703.

The Court will hold a hearing on January 16, 2018 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 these settlement(s)?

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

Section 1 of this Notice tells you if you are a member of the *Sumerlin* settlement class, the *Camp* settlement class, or both. You can choose to exclude yourself from either settlement class or both. Your request for exclusion must specify which class you wish to opt out of by stating one of the following:

- "I do not want to be part of the settlement class in the *Sumerlin v. Maplebear* class action"; or
- "I do not want to be part of the settlement class in the *Camp v. Maplebear* class action"; or
- "I do not want to be part of the settlement class in either the *Sumerlin v. Maplebear* or *Camp v. Maplebear* class actions."

This request for exclusion must be signed, state the class member's name and address, and to be postmarked **no later than December 14, 2017.** 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(s) and the releases described above.

## 8. How do I tell the Court that I don't like the settlement(s)?

Any class member who has not opted out and believes that either or both of the settlements should not be finally approved by the court for any reason may object to either or both of the proposed settlement(s). Objections must be in writing and state the class member's name, current address, telephone number, dates of service with Instacart, last four digits of his or her social security number, and describe why you believe the settlement(s) to which you are objecting are 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 **December 14, 2017.** All objections or other

correspondence must also state the name and number of the cases, which is *Sumerlin et al. v. Mapbear, Inc. dba Instacart*, in the Superior Court of the State of California, in and for the County of Los Angeles, Case No. BC603030, and *Camp et al. v. Mapbear, Inc. dba Instacart*, in the Superior Court of the State of California, in and for the County of Los Angeles, Case No. BC652216.

To object to a settlement, you must not opt out of that 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

*Sumerlin v. Mapbear* and *Camp v. Mapbear* Claims Administrator  
c/o Simpluris, Inc.  
P.O. Box 26170  
Santa Ana, CA 92799  
(888) 406-0703

#### **9. When and where will the Court decide whether to approve the settlement(s)?**

The court will hold a final approval hearing at 2:00 p.m. on January 16, 2018, at the Los Angeles County Superior Court in Department 311, located at 600 South Commonwealth Ave., Los Angeles, California 90005. At this hearing the court will consider whether the settlements are fair, reasonable, and adequate. The purpose of this hearing is for the court to determine whether to grant final approval to the settlement. 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(s)?**

You may call the Claims Administrator at (888) 406-0703 or write to *Sumerlin v. Mapbear and Camp v. Mapbear Claims Administrator*, c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799; or contact *Sumerlin* class counsel at 1-858-551-1223 or *Camp* class counsel at 1-415-495-7800.

This notice summarizes the proposed settlements. More details are in the respective settlement agreements for the *Sumerlin* lawsuit and *Camp* lawsuit. You may receive a copy of the *Sumerlin* settlement agreement or other *Sumerlin* settlement documents by writing to Blumenthal, Nordrehaug & Bhowmik, 2255 Calle Clara, La Jolla, CA 92037 or by going to *Sumerlin* class counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Sumerlin v. Mapbear*. You may also get more details about the *Sumerlin* lawsuit by examining the documents at the following website: [www.instacartsettlement.com](http://www.instacartsettlement.com).

You may receive a copy of the *Camp* settlement agreement or other *Camp* settlement documents by writing to The Arns Law Firm, 515 Folsom St., San Francisco, CA 94105 or by going to *Camp* class counsel's website at [www.arnslaw.com](http://www.arnslaw.com) and clicking on the "Instacart Litigation" link on the right side of the home page. You may also get more details about the *Camp* lawsuit by examining the documents at the following website: [www.instacartsettlement.com](http://www.instacartsettlement.com).

The addresses for Parties' counsel are as follows:

***Sumerlin Class Counsel:***

Norman Blumenthal  
Blumenthal, Nordrehaug &  
Bhowmik  
2255 Calle Clara  
La Jolla, CA 92037  
Tel: 858-551-1223  
Fax: 858-551-1232  
Email: Norm@bamlawca.com

***Camp Class Counsel:***

Robert S. Arns  
The Arns Law Firm  
515 Folsom St., 3<sup>rd</sup> Floor  
San Francisco, CA 94105  
Tel: (415) 495-7800  
Fax: (415) 495-7888  
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***Counsel for Instacart:***

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**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**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. In such event, the claims administrator shall direct such unclaimed funds to the Unclaimed Property or Wages Fund of your state (*e.g.*, the California Department of Industrial Relations Unclaimed Wages Fund for settlement class members who performed Covered Services in California) with, if possible, an identification of the settlement class member who failed to cash the check. If your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement.