

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Office of the City Attorney Kevin B. King, Deputy City Attorney, State Bar No. 309397 1200 Third Avenue, Suite 1620 San Diego, CA 92101 TELEPHONE NO.: (619) 533-5800 FAX NO. (Optional): E-MAIL ADDRESS (Optional): kbking@sandiego.gov ATTORNEY FOR (Name): The People of the State of California	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice	
PLAINTIFF/PETITIONER: The People of the State of California DEFENDANT/RESPONDENT: Maplebear Inc., dba Instacart	
NOTICE OF SETTLEMENT OF ENTIRE CASE	CASE NUMBER: 37-2019-00048731-CU-MC-CTL JUDGE: Honorable Ronald F. Frazier DEPT.: C-65

NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF

You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is **unconditional**. You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is **conditional**. Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This entire case has been settled. The settlement is:
 - a. **Unconditional**. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - b. **Conditional**. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): **The parties will file the Stipulated Final Judgment attached as Attachment A after remittitur is issued on the pending appeal.**
2. Date initial pleading filed: September 13, 2019
3. Next scheduled hearing or conference:
 - a. Purpose: Status Conference
 - b. (1) Date: March 24, 2023
(2) Time: 11:15AM
(3) Department: C-65
4. Trial date:
 - a. No trial date set.
 - b. (1) Date:
(2) Time:
(3) Department:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/7/2022

Kevin B. King
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: The People of the State of California DEFENDANT/RESPONDENT: Maplear Inc., dba Instacart	CASE NUMBER: 37-2019-00048731-CU-MC-CTL
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF SETTLEMENT OF ENTIRE CASE**

(NOTE: You cannot serve the Notice of Settlement of Entire Case if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
1200 Third Avenue, Suite 1620
San Diego, CA 92101

2. I served a copy of the *Notice of Settlement of Entire Case* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Settlement of Entire Case* was mailed:

- a. on (*date*): October 7, 2022
- b. from (*city and state*): San Diego, CA

4. The envelope was addressed and mailed as follows:

- | | |
|--|---|
| <ul style="list-style-type: none"> a. Name of person served: Ben Berkowitz
 Street address: 633 Battery Street City: San Francisco State and zip code: CA 94111-1809 | <ul style="list-style-type: none"> c. Name of person served: Rachael Meny
 Street address: 633 Battery Street City: San Francisco State and zip code: CA 94111-1809 |
| <ul style="list-style-type: none"> b. Name of person served: Julia J. Allen
 Street address: 633 Battery Street City: San Francisco State and zip code: CA 94111-1809 | <ul style="list-style-type: none"> d. Name of person served: Taylor Reeves
 Street address: 633 Battery Street City: San Francisco State and zip code: CA 94111-1809 |

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached 18.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/7/2022

Alina Masri

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

SHORT TITLE: The People v. Maplear Inc., dba Instacart

CASE NUMBER:
37-2019-00048731-CU-MC-CTL

ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (PERSONS SERVED)

(This Attachment is for use with form POS-030)

NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

Name of Person Served

Address (number, street, city, and zip code)

Donna Zamora-Stevens

633 Battery Street
San Francisco, CA 94111

Ryan Wong

633 Battery Street
San Francisco, CA 94111

EXHIBIT A

1 MARA W. ELLIOTT, City Attorney
MARK ANKCORN, Senior Chief Deputy City Attorney
2 KEVIN B. KING, Deputy City Attorney
3 California State Bar No. 309397
Office of the City Attorney
4 1200 Third Avenue, Suite 1100
San Diego, California 92101-4100
5 Telephone: (619) 533-5800
6 Facsimile: (619) 533-5856

Exempt from fees per Gov't Code § 6103

7 Attorneys for Plaintiff,
The People of the State of California

8
9 **Superior Court of the State of California**
County of San Diego

10 The People of the State of California, by
11 and through Mara W. Elliott, City
Attorney of San Diego,

12 Plaintiff,

13 vs.

14
15 Maplebear Inc. dba Instacart and Does
1-20 inclusive,

16 Defendants
17

Case No. 37-2019-00048731-CU-MC-CTL

**[Proposed] Stipulated Final Judgment
and Injunction**

Assigned for All Purposes to:
Hon. Ronald F. Frazier
Department: C-65

Complaint Filed: September 13, 2019

18 This Stipulated Final Judgment and Injunction (“Stipulated Final Judgment”)
19 is entered into by and between The People of the State of California and Maplebear
20 Inc. dba Instacart (collectively, the “Parties,” and each a “Party”).

21 The Parties stipulate that Final Judgment be entered in this Action as
22 follows:

23 **I. Definitions**

24 1. The following definitions shall apply for purposes of this Stipulated Final
25 Judgment:

26 a. “Action” means the civil action entitled *The People of the State of*
27 *California v. Maplebear Inc. d/b/a Instacart*, San Diego Super. Ct. No. 37-2019-
28 00048731-CU-MC-CTL.

- 1 b. “Court” means the Superior Court of California, County of San Diego.
2 c. “The People” means The People of the State of California.
3 d. “City Attorney” means the San Diego City Attorney’s Office.
4 e. “Defendant” means Maplebear Inc. dba Instacart (“Instacart”) and Does
5 1-20 inclusive.
6 f. “Effective Date” means the date this Stipulated Final Judgment is
7 entered by the Court in this Action.
8 g. “Fund Administrator” means RG/2 Claims Administration or any other
9 claims administrator that the Parties agree upon in writing.
10 h. “Released Time Period” means the time period from and including
11 September 13, 2015, to and including December 15, 2020.
12 i. “Settlement Amount” means \$46,500,000.
13 j. “Shopper” means an individual who (1) contracted with Instacart, as an
14 independent contractor, to shop for and deliver groceries and other items using the
15 Instacart platform in California; and (2) delivered at least one batch in California
16 during the Released Time Period.
17 k. “Specified Time Period” means the time period from and including
18 December 16, 2020, through the date of issuance of a final order, including
19 exhaustion of all appeals, resolving the constitutionality of Proposition 22 (“Prop
20 22”), also known as the Protect App-Based Drivers and Services Act (Bus. & Prof.
21 Code, §§ 7448 et seq.), as applicable to Defendant.

22 **II. Overview and Background**

23 2. On September 13, 2019, the People filed an enforcement action in San
24 Diego Superior Court against Defendant entitled *The People of the State of*
25 *California v. Maplebear Inc. d/b/a Instacart*, San Diego Super. Ct. No. 37-2019-
26 00048731-CU-MC-CTL (*i.e.*, the Action as defined in Section I).

27 3. The People allege Defendant engaged in unlawful and/or unfair business
28 practices by misclassifying the persons who perform services using the Instacart

1 platform in California as independent contractors (*i.e.*, Shoppers as defined in
2 Section I) and that Instacart violated multiple sections of the California Labor Code
3 and multiple Industrial Welfare Commission (“IWC”) Wage Orders, including but
4 not limited to IWC Wage Order Nos. 7, 9, and 17, by allegedly failing to pay a
5 minimum wage and overtime pay, failing to provide meal and paid rest breaks, and
6 failing to reimburse for expenses necessary to perform the job, among others.

7 4. The People further allege that Defendant maintains an unfair competitive
8 advantage over its competitors by misclassifying Shoppers because it contributes
9 less to California’s unemployment insurance, disability insurance, and other state
10 and federal taxes.

11 5. Without admitting any wrongdoing, fault, allegation, or liability of any
12 kind, and without any concession as to the strength or weakness of any claim or
13 defense with respect to the People’s action, the Parties enter this Stipulated Final
14 Judgment to fully and finally resolve the claims in the Action for the time periods
15 specified herein; provide for the full and complete resolution, satisfaction, and
16 release, for the Released Time Period of any and all claims that the People alleged
17 or could have alleged against Defendant in the Action; and avoid any further
18 expense, delay, and uncertainty of continuing the Action against Defendant.

19 6. The People believe the resolution of the violations alleged in the
20 Complaint is fair and reasonable and fulfills the People’s enforcement objectives,
21 that no further action is warranted concerning the specific violations alleged in the
22 Complaint except as provided pursuant to the Stipulated Final Judgment, and that
23 this Stipulated Final Judgment is in the best interests of the general public.

24 **III. Jurisdiction**

25 7. The Parties are appearing before the Superior Court of California, County
26 of San Diego, which has subject matter jurisdiction over the matters alleged in this
27 Action and personal jurisdiction over the Parties to this Stipulated Final Judgment.

28 8. The Court shall retain jurisdiction for the purpose of enforcement of the

1 Stipulated Final Judgment pursuant to California Code of Civil Procedure section
2 664.6.

3 **IV. Monetary Relief**

4 9. Instacart shall pay the City Attorney the Settlement Amount, which shall
5 be used for (1) restitution to be paid to the Shoppers, (2) civil penalties, (3) costs of
6 investigation, (4) attorneys' fees and costs, (5) taxes, and (6) fund administration
7 costs. Payment of the Settlement Amount to the City Attorney shall be made directly
8 by Instacart to the Fund Administrator as set forth in Paragraph 14. The Fund
9 Administrator shall be responsible for disbursing the Settlement Amount among
10 items (1) through (6) above as required under this Stipulated Final Judgment. The
11 total amount of restitution paid to Shoppers shall not be less than \$37,000,000 of the
12 Settlement Amount. The Settlement Amount shall be an "all in" number, and
13 Defendant shall not be required under any circumstances to pay more than the
14 Settlement Amount.

15 **V. Release**

16 10. This Stipulated Final Judgment fully and completely resolves the
17 allegations asserted by the People against Defendant in the Action or which could
18 have been asserted by the People in the Action based upon, or related to, the factual
19 allegations in the People's complaint. The People hereby release Defendant, its past
20 and present officers, directors, employees, shareholders, investors, agents, affiliates,
21 parents, subsidiaries, operating companies, predecessors, assigns, and successors
22 from all unfair or unlawful competition law (including under Bus. & Prof. Code §§
23 17200 et seq.), civil consumer protection, unfair trade practices, Labor Code and
24 Wage Order claims that the People are authorized by law to bring that arise from or
25 relate to the allegations in the Complaint and that arise during, or relate to, the
26 Released Time Period. The People shall not seek any further relief or penalties
27 relating to the matters and/or violations that are, or could have been, alleged in the
28 Complaint for the Released Time Period and also shall not seek further relief or

1 penalties for matters and/or violations that are, or could have been, alleged in the
2 People's complaint that occurred during the Specified Time Period.

3 **VI. Fund Administration**

4 11. The Fund Administrator shall handle all aspects of the fund
5 administration process, as set forth in this Stipulated Final Judgment.

6 12. Instacart shall provide the Fund Administrator with agreed upon
7 information necessary to calculate and distribute Shopper restitution payments,
8 including but not limited to, a list of Shopper names (and corresponding unique
9 Shopper ID numbers), and contact information (email address, phone number,
10 mailing address). Instacart shall cooperate reasonably regarding the production of
11 this information to the Fund Administrator in an efficient manner. The Fund
12 Administrator shall keep the information provided by Instacart strictly confidential
13 and shall not disclose it to any person or entity without a court order and without
14 providing reasonable advance notice to Instacart prior to any such disclosure so that
15 Instacart has an opportunity to seek relief from the court to prevent such disclosure.

16 13. Instacart shall pay the initial costs of administration from the
17 Settlement Amount, in an amount not to exceed \$250,000, promptly upon invoice
18 from the Fund Administrator in the event the Settlement Amount has not yet been
19 transferred or in the event that payment of the Settlement Amount is otherwise
20 delayed, but in no event shall Instacart be required to make such a payment, and in
21 no event shall the Fund Administrator begin providing billable services, until at
22 least fourteen (14) days after the Effective Date. All costs of administration,
23 including any costs of administration beyond the initial costs, shall be paid from the
24 Settlement Amount.

25 14. Payment of the Settlement Amount (less any amounts already paid by
26 Instacart for the initial costs of administration under Paragraph 13) shall be made
27 directly to the Fund Administrator and shall not be due until sixty (60) days after
28 the Effective Date, subject to the exceptions in Paragraphs 13 and 31.

1 15. The Fund Administrator will use its best efforts to notify Shoppers of
2 their eligibility for a restitution payment and deliver restitution payments in the
3 most efficient and speedy manner possible.

4 16. A notice of restitution eligibility agreed upon by the Parties (“Notice”)
5 will be sent to all Shoppers who performed services during the Released Time
6 Period. Such Notice shall be sent by the Fund Administrator as soon as practical
7 after (a) the Fund Administrator has obtained contact information for eligible
8 Shoppers and (b) the Parties have agreed upon the content of the Notice. The date
9 the Fund Administrator sends the Notice shall be referred to as the “Notice Date.”

10 17. Shoppers will have forty-five (45) days after the Notice Date to apply
11 for restitution from the fund and confirm their payment details. Shoppers who
12 timely apply for restitution from the fund and confirm their payment details are
13 referred to as “Claiming Shoppers” herein. During the forty-five (45) day application
14 period, the Fund Administrator shall provide weekly updates to the Parties
15 regarding the number of Claiming Shoppers who have applied for restitution. The
16 Fund Administrator shall send a reminder to Shoppers who have not applied for
17 restitution thirty (30) days after the Notice Date. The Fund Administrator shall also
18 make reasonable efforts to promptly identify alternative contact information for
19 Shoppers whose Notices could not be delivered or are returned undelivered and
20 send new Notices to such Shoppers, as well as to any other Shopper who requests a
21 new Notice. Promptly after the expiration of the forty-five (45) day application day
22 period, the Fund Administrator shall provide the Parties with (1) the number of
23 Claiming Shoppers and (2) the aggregate active hours worked in California by
24 Claiming Shoppers. If the aggregate active hours worked in California by Claiming
25 Shoppers is less than 50% of aggregate active hours worked in California by all
26 Shoppers who performed services during the Released Time Period, the Parties
27 shall meet and confer and agree on a procedure to increase the number of Claiming
28 Shoppers, which may involve sending additional notices to Shoppers who did not

1 apply for restitution from the fund and/or extending the time period for such
2 Shoppers to apply for restitution.

3 18. The Fund Administrator shall calculate a Payment Multiple based on
4 the total aggregate hours worked in California by Claiming Shoppers. The Payment
5 Multiple shall be calculated by dividing a Restitution Allocation amount by the
6 aggregate active hours worked in California by Claiming Shoppers. The Restitution
7 Allocation amount shall be an amount determined by the City Attorney that must
8 be equal to or greater than \$37,000,000. To determine each Claiming Shopper's
9 payment, the Fund Administrator shall multiply the Payment Multiple by each
10 Claiming Shopper's active hours worked in California during the Released Time
11 Period. Claiming Shoppers will receive at least \$10.00 each regardless of active
12 hours worked in California during the Released Time Period.

13 19. To the extent any questions or disputes arise as to a Shopper's
14 eligibility for compensation under this Stipulated Final Judgment, the City
15 Attorney shall work cooperatively and in good faith with Defendant to resolve any
16 such issues, but the City Attorney will make the final decision.

17 20. The checks mailed to Claiming Shoppers by the Fund Administrator
18 for restitution payments shall expire after one-hundred and eighty (180) days from
19 the date they are mailed. The Fund Administrator shall then calculate the balance
20 of any unclaimed restitution funds remaining after all checks have been cashed,
21 deposited, or expired, and shall provide the Parties with information regarding the
22 percentage of checks that have been cashed to allow the Parties to evaluate whether
23 a sufficient number of checks were cashed by Claiming Shoppers, and whether the
24 initial check distribution needs to be repeated for some or all Claiming Shoppers.
25 The Parties may agree to repeat the initial check distribution to those Claiming
26 Shoppers who did not cash their initial checks. Pursuant to Paragraph 9, if the total
27 amount of restitution funds cashed or deposited by Claiming Shoppers is less than
28 \$37,000,000 after the initial check distribution, the Fund Administrator shall

1 distribute the balance of unclaimed restitution funds to all Claiming Shoppers who
2 cashed their first check via a second round of check distributions. If a second
3 distribution is necessary, the Fund Administrator shall calculate a Second Payment
4 Multiple by dividing the unclaimed restitution funds by the aggregate active hours
5 worked in California by Claiming Shoppers eligible for the second distribution. To
6 determine each Shopper's second payment, the Fund Administrator shall multiply
7 the Second Payment Multiple by each eligible Claiming Shopper's active hours
8 worked in California during the Released Time Period. For the second round of
9 check distributions, Claiming Shoppers who cashed their first check will only
10 receive a second check if their calculated payment amount for the second round of
11 check distributions exceeds \$3. So long as the minimum restitution threshold set
12 forth in Paragraph 9 is met, any remaining balance of unclaimed restitution funds
13 will then revert to the City Attorney as additional civil penalties pursuant to
14 Business and Professions Code section 17206(c)(3)(B). The amount of such
15 additional civil penalties shall be reported by the Fund Administrator to the Parties
16 and shall be paid via a check payable to the Treasurer of the City of San Diego with
17 the sum to be deposited in the Consumer Protection Prosecution Trust Fund, to be
18 used exclusively by the City Attorney of San Diego for the enforcement of consumer
19 protection laws.

20 21. The Parties shall have no liability whatsoever against each other, the
21 Fund Administrator, or any Shopper in connection with the administration of the
22 restitution fund or for any action by the Parties or the Fund Administrator with
23 respect to the monies deposited.

24 **VII. Civil Penalties**

25 22. Within five (5) calendar days of receiving payment of the Settlement
26 Amount from Instacart under Paragraph 14, the Fund Administrator shall issue
27 payment of \$6 million to the City Attorney for civil penalties pursuant to Business
28 and Professions Code section 17206(c)(3)(B), in one check payable to the Treasurer

1 of the City of San Diego with the sum to be deposited in the Consumer Protection
2 Prosecution Trust Fund, to be used exclusively by the City Attorney of San Diego for
3 the enforcement of consumer protection laws.

4 **VIII. Injunctive Relief**

5 23. Instacart shall continue to comply with Prop 22 in connection with any
6 engagement of Shoppers for a period of at least two years from the Effective Date or
7 as long as the provisions of Prop 22 applicable to Instacart remain, in whole or in
8 part, valid and enforceable in California, whichever period is shorter. If the People
9 believe that Instacart is not in compliance with Prop 22 as set forth above in this
10 Paragraph 23, the People will confer in good faith with Instacart and its counsel,
11 and provide a reasonable opportunity for Instacart to cure any alleged violation,
12 prior to seeking to enforce the injunction with the Court.

13 **IX. Potential Future Litigation**

14 24. Should Prop 22 be found unconstitutional or otherwise ruled to be
15 invalid in a final appellate order (including the exhaustion of all further appeals),
16 the People may seek injunctive relief for the time period after the Specified Time
17 Period, but shall confer with Instacart and its counsel prior to filing any new
18 lawsuit to that effect. Nothing in this Stipulated Final Judgment should be
19 interpreted to mean that the Parties consent to prospective injunctive relief, or any
20 other kind of relief, in such a lawsuit, or that the People will be entitled to that
21 relief. Nothing in this Paragraph 24 limits the ability of the People to take legal
22 action to enforce the Injunctive Relief set forth in Paragraph 23 as permitted under
23 the terms of Paragraph 23.

24 **X. Covenant Not to Sue**

25 25. The People agree not to seek any additional restitution and/or
26 penalties, or an additional injunction (beyond the injunctive relief set forth in
27 Paragraph 23), for the Specified Time Period. The Parties agree this Covenant Not
28 to Sue, and this Stipulated Final Judgment generally, do not constitute an approval

1 by the People of Defendant's current business practices and Defendant shall make
2 no representations to the contrary.

3 **XI. Representations and Warranties**

4 26. The Parties specifically warrant and represent that they each have full
5 authority to enter into this Stipulated Final Judgment and make the full scope of
6 promises, releases, and covenants set forth herein for and on behalf of the entity
7 (e.g., Instacart and the People of the State of California) they each represent. The
8 Parties intend that the settlement terms in this Stipulated Final Judgment,
9 including the release granted to Defendant, will be binding to the fullest extent of
10 California law, including under *Abbott Laboratories v. Superior Court*, 9 Cal.5th
11 642 (2020), on the People and on all agencies, entities, and individuals authorized
12 under the Business & Professions Code to bring a civil action against Defendant in
13 the name of the People of the State of California.

14 **XII. Enforcement of Judgment**

15 27. The Parties acknowledge that the release set forth in this Stipulated
16 Final Judgment does not in any way relieve the Parties of the obligation to abide by
17 each and every term of the Stipulated Final Judgment.

18 28. Any failure by any Party to the Stipulated Final Judgment to insist
19 upon the strict performance by any other Party of any provision of the Stipulated
20 Final Judgment shall not be deemed a waiver of any provision of the Stipulated
21 Final Judgment and such Party, notwithstanding such failure, shall have the right
22 thereafter to insist upon the specific performance of any and all provisions of the
23 Stipulated Final Judgment.

24 **XIII. Other Provisions**

25 29. California Law Governs Any Disputes. This Stipulated Final
26 Judgment shall be construed and enforced in accordance with the laws of the State
27 of California.

28 30. Modification of Final Judgment. No modification of the Stipulated

1 Final Judgment shall be binding except upon written consent by all the parties to
2 this Stipulated Final Judgment and approval of the Court. No waiver or
3 modification of any provision of this Stipulated Final Judgment or of any breach
4 thereof shall constitute a waiver or modification of any other provision or breach.

5 31. Notice to the Attorney General. Counsel for the People represent and
6 warrant that they will provide a copy of this Proposed Stipulated Final Judgment to
7 the Attorney General for the State of California on the same day it is filed or
8 attempted to be filed in the Court, or on the same day a Notice of Settlement with
9 this Proposed Stipulated Final Judgment as an exhibit is filed or attempted to be
10 filed in any court, whichever date is earlier. If the Attorney General for the State of
11 California, or any other public prosecutor authorized to enforce the Unfair
12 Competition Law in the name of the People, or any other person or entity,
13 intervenes or moves to intervene in this Action or takes any other steps to dissolve,
14 oppose, object to, modify, or disapprove of the Proposed Stipulated Final Judgment,
15 in whole or in part, prior to the trial court's issuance of the Stipulated Final
16 Judgment, counsel for the People shall promptly inform counsel for Instacart so the
17 Parties can take appropriate steps to delay entry of judgment by the trial court
18 pending resolution of the dispute. If the Attorney General for the State of
19 California, or any other public prosecutor authorized to enforce the Unfair
20 Competition Law in the name of the People, or any other person or entity,
21 intervenes or moves to intervene in this Action or takes any other steps to dissolve,
22 oppose, object to, modify, or disapprove of the Stipulated Final Judgment, in whole
23 or in part, prior to the deadline for payment of the Settlement Amount, Instacart
24 shall not be required to pay the Settlement Amount until and unless the dispute
25 regarding the settlement is resolved and all negotiated material terms are
26 preserved in full. The Parties agree to reasonably cooperate with each other to
27 preserve all negotiated material terms, obtain issuance of the Stipulated Final
28 Judgment as agreed upon by the Parties, and preserve all terms of the Stipulated

1 Final Judgment (if it has already been entered) if any such dispute arises. If the
2 Settlement Amount has already been paid by Instacart and the Proposed Stipulated
3 Final Judgment and Injunction, or Stipulated Final Judgment, is thereafter vacated
4 or altered, the Settlement Amount shall be returned in full to Instacart, less any
5 fund administration fees incurred.

6 32. The Parties' Costs. Defendant shall bear its own attorneys' fees, costs,
7 and any other expenses related to this Action. Any and all attorneys' fees, costs, or
8 any other expenses related to this Action incurred by the People or the City
9 Attorney shall be paid out of the Settlement Amount per Paragraph 9.

10 33. Interpretation. This Stipulated Final Judgment shall be deemed to
11 have been drafted equally by all Parties hereto. Accordingly, any and all rules of
12 construction holding that ambiguity is construed against the drafting party shall
13 not apply to the interpretation of this Stipulated Final Judgment.

14 34. Integration. This Stipulated Final Judgment is intended by the Parties
15 as a final expression of their agreement and understanding concerning the subject
16 matter addressed in the Stipulated Final Judgment and is intended as a complete
17 statement of the terms and conditions of their settlement, and any and all prior oral
18 or written agreements or understandings between the Parties related to the
19 Stipulated Final Judgment are superseded. No representations, oral or otherwise,
20 express or implied, other than those specifically referred to in the Stipulated Final
21 Judgment, have been made by any party to the Stipulated Final Judgment. To the
22 extent any prior oral or written agreements and/or understandings between the
23 Parties related to the Stipulated Final Judgment were subject to confidentiality
24 restrictions and/or mediation privileges, those confidentiality restrictions and/or
25 mediation privileges shall continue to apply to those prior agreements and
26 understandings notwithstanding this Paragraph 34. Nothing in the Stipulated
27 Final Judgment is intended to, or does, waive the confidentiality of any settlement
28 or mediation related discussions.

1 35. Severability. In the event any provision of this Stipulated Final
2 Judgment is held void or unenforceable for any reason, it shall in no way affect the
3 enforceability of the remaining provisions, except as specified in Paragraph 31. If
4 any provision of this Stipulated Final Judgment is held void or unenforceable as a
5 result of actions taken by the Attorney General for the State of California, or any
6 other public prosecutor authorized to enforce the Unfair Competition Law in the
7 name of the People, or any other person or entity, as described in Paragraph 31, the
8 terms of Paragraph 31 shall govern.

9 36. No Admission of Liability or Unlawful Conduct by Defendant.
10 Defendant denies each and every allegation of unlawful and unfair conduct in the
11 Action, denies that it misclassified Shoppers as independent contractors, denies
12 that it violated any provision of the California Labor Code, denies that it violated
13 any IWC Wage Orders, denies that it violated any California law or engaged in any
14 unlawful or unfair conduct, and denies that the People are entitled to any relief
15 whatsoever arising out of the conduct alleged in the People’s action. This Stipulated
16 Final Judgment is not an admission of liability or unlawful conduct by Defendant.

17 37. Limitations on Use and Estoppel. This Proposed Stipulated Final
18 Judgment and Injunction as well as the Stipulated Final Judgment shall not be
19 used by the People or any other entity, person, or agency as evidence of or an
20 admission by Defendant of any wrongdoing or unlawful conduct by Defendant and
21 shall have no offensive collateral estoppel effect on any claims that may be asserted
22 in the future by any party, person, or entity against Defendant, including but not
23 limited to claims that Defendant misclassified Shoppers as independent contractors,
24 violated any provision of the California Labor Code, violated any IWC Wage Orders,
25 or violated any California or other law, rule, regulation, or order. Nothing in this
26 Stipulated Final Judgment shall be construed to limit the ability of any Party to
27 enforce the terms of this Stipulated Final Judgment.

28 38. Collateral Attack and Appeals. The People and Defendant waive any

1 right to set aside the Stipulated Final Judgment through any collateral attack, and
2 further waive their right to appeal from the Stipulated Final Judgment, subject to
3 the following exception: if any provision of the Stipulated Final Judgment is held
4 void or unenforceable as a result actions taken by the Attorney General for the
5 State of California, or any other public prosecutor authorized to enforce the Unfair
6 Competition Law in the name of the People, or any other person or entity, the
7 People and/or Defendant may take any actions necessary, including filing an
8 appeal, to preserve, defend, and/or restore the validity and enforceability of all
9 provisions of the Stipulated Final Judgment.

10 39. No Third-Parties Beneficiaries. This Stipulated Final Judgment shall
11 not create any rights in any third party other than the Parties hereto.

12 40. Stay of Trial Court Litigation. The Parties agree to stay any and all
13 deadlines in the Action, including any deadlines to respond to discovery and any
14 deadlines to respond to the People’s complaint, through entry of the Stipulated
15 Final Judgment and dismissal of this action pursuant to Paragraph 41. The Parties
16 agree to jointly request a stay of such deadlines from the trial court in the Action
17 within five (5) days after jurisdiction returns to the trial court from the Court of
18 Appeal if the Stipulated Final Judgment has not been entered by such time.

19 41. Dismissals. This Action is dismissed with prejudice as to the Released
20 Time Period, and dismissed without prejudice as to the time period following the
21 Released Time Period. All allegations as to DOES 1 through 20, inclusive, are
22 dismissed from this action with prejudice.

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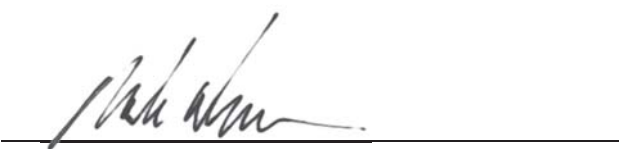
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Respectfully Submitted,

Date: October 6, 2022



Mark Ankcorn
Senior Chief Deputy City Attorney
Kevin B. King
Deputy City Attorney
Mara Elliott, City Attorney

*Attorneys for Plaintiff,
The People of the State of California*

Dated: October 6, 2022



Steve Chariyasatit
Vice President, Legal
Deputy General Counsel

*On behalf of Defendant Maplebear Inc.
dba Instacart*

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Dated: October 6, 2022



Ryan Wong
Keker, Van Nest & Peters LLP
*Attorneys for Defendant
Maplebear Inc. dba Instacart*

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

2 This Stipulated Final Judgment, entered into by and between the People and
3 Defendant, be entered in this Action, as this Court hereby finds that the entry of
4 this Stipulated Final Judgment is in the interest of justice and in the public
5 interest.
6

7 The Clerk of this Court is hereby directed to enter this Stipulated Final
8 Judgment, consisting of sixteen (16) pages, in this Action forthwith.

9 This Action is hereby dismissed with prejudice as to the Released Time
10 Period, and dismissed without prejudice as to the time period following the
11 Released Time Period.
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14 IT IS SO ORDERED, ADJUDGED AND DECREED.

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17 Dated:

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JUDGE OF THE SUPERIOR COURT

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