



February 15, 2023

DMS Notice
QC – 23 – 02
Discard: Retain

TO: WEIGHTS AND MEASURES OFFICIALS

SUBJECT: Settlement –Maplebear Inc., a Delaware Corporation (dba Instacart)

Enclosed is a copy of the Final Judgment and Injunction dated June 17, 2022, which includes a three-year injunction issued against Maplebear Inc., a Delaware Corporation (dba Instacart). The Marin County District Attorney filed the case for using commercially an incorrect weighing instrument, selling by gross weight, selling in less quantity than represented, overcharging consumers (California Business and Professions Code §§ 12020, 12023, 12024, and 12024.2).

Weights and measures investigators from Marin County, San Luis Obispo, and the Division of Measurement Standards collaborated on this case. The total settlement was for \$701,000. Civil penalties were \$506,000, agency costs were \$25,000, and cy pres restitution of \$170,000 was placed in the California Agricultural Commissioners and Sealers Association Quantity Control Trust Fund (\$100,000) and the San Francisco-Marín Food Bank (\$70,000).

The Department sincerely appreciates the work performed by the District Attorneys' office along with the county investigators who documented and caused the violations to be prosecuted.

If you have any questions regarding this notice, please contact DMS by email at dms@cdfa.ca.gov or phone at (916) 229-3000.

Sincerely,

Kristin Macey
Director

cc: Hyrum Eastman, County/State Liaison, CDFA



1 LORI E. FRUGOLI
2 DISTRICT ATTORNEY, COUNTY OF MARIN
3 ANDRES H. PEREZ, SBN 186219
4 Deputy District Attorney
5 Consumer and Environmental Protection Division
6 3501 Civic Center Dr., Rm. 145
7 San Rafael, CA 94903
8 Telephone: (415) 473-6450

9 Attorneys for Plaintiff

FILED

JUN 17 2022

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT

By: J. Berg, Deputu

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN**

THE PEOPLE OF THE STATE OF CALIFORNIA,)

Plaintiff,)

v.)

MAPLEBEAR INC., a Delaware Corporation,)

Defendant.)

Case No. CIV2201744

**FINAL JUDGMENT AND
INJUNCTION**

Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, appearing through its attorneys Lori E. Frugoli, District Attorney of Marin County, by Andres H. Perez, Deputy District Attorney (the "People"), and Defendant MAPLEBEAR INC., dba Instacart (hereinafter "Defendant") appearing through its counsel HARTMAN KING PC, by Jennifer Hartman King, Esq., (collectively, the "Parties") have stipulated to the entry of this Final Judgment and Injunction ("Final Judgment") without Defendant admitting any fault, wrongdoing, liability or violation of law, without the Court taking evidence, and without this Final Judgment constituting an admission by Defendant regarding any issue of law or fact. The Parties have agreed that the presumption set forth in Civil Code section 1654 is not applicable, and there is no presumption that documents should be interpreted against any party. The Parties have



1 waived the right to appeal this Judgment both as to form and content. This Court having
2 considered the Complaint and the Stipulation for Entry of Final Judgment, and good cause
3 appearing therefore,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

5 **JURISDICTION AND STANDING**

6 1. This Court is the proper venue for this action and has jurisdiction over the
7 subject matter hereof and the Parties hereto.

8 2. The Marin County District Attorney has standing to bring this action in the
9 name of the People of the State of California.

10 **APPLICABILITY**

11 3. The provisions of this Final Judgment are applicable only to Defendant, to the
12 extent that the acts of its parents, subsidiaries, affiliates, agents, representatives, directors,
13 officers, managers, employees, independent contractors, successors, or assigns, and all persons,
14 partnerships, corporations, and other entities, including all retailers selling items through
15 Defendant's platform, when acting within the course and scope of their agency and
16 employment, under, by, through, or in concert with, Defendant, with actual or constructive
17 notice of this Final Judgment, in connection with Defendant's operations in California
18 (collectively, "Enjoined Persons"), bind the Defendant. Compliance actions for violations of
19 the injunction herein, if any, will be brought exclusively against Defendant for any acts by
20 Enjoined Persons.

21 **INJUNCTION**

22 4. The Enjoined Persons shall be and are hereby enjoined and restrained, pursuant
23 to Business and Professions Code sections 17203 and 17204, from violating the following laws
24 within the State of California:

25 (A) Business and Professions Code section 12020;

26 (B) Business and Professions Code section 12023;

27 (C) Business and Professions Code section 12024; and

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(D) Business and Professions Code section 12024.2(a).

5. Termination. The Injunction pursuant to this Final Judgment shall automatically terminate three (3) years after the Court’s entry of this Final Judgment, provided that there are no outstanding monetary payments owed by Defendant pursuant to this Final Judgment.

MONETARY RELIEF

6. Civil Penalties. Pursuant to Business and Professions Code section 17206, Defendant shall pay a civil penalty of \$506,000.00 made by check payable to the “Marin County Treasurer” and for the exclusive use of the Marin County District Attorney’s Office for the enforcement of consumer protection laws.

7. Cy Pres Restitution. Pursuant to Business & Professions Code section 17203, recognizing the infeasibility of identifying injured consumers, if any, who suffered actual loss, the impracticality of providing direct restitution to said consumers, and the disproportionate cost of making restitution to individual consumers, which would far exceed the benefit consumers would gain, Defendants shall pay \$170,000.00 as *cy pres* restitution. Said *cy pres* restitution payment shall be made payable to: 1) CACASA Quality Control Trust in the amount of \$100,000.00; and 2) San Francisco-Marin Food Bank (Federal Tax I.D. number 94-3041517) in the amount of \$70,000.00.

8. Costs. To reimburse agencies for the costs of their investigations, Defendant is ordered to pay investigative costs in the total amount of \$20,000 made by checks payable to:

- A. “Marin County Department of Weights and Measures” in the amount of \$15,000.00; and
- B. “CDFA, Division of Measurement Standards” in the amount of \$5,000.00.

9. All payments required by this Final Judgment, shall be due within forty-five (45) days of the entry of Final Judgment and shall be delivered to Deputy District Attorney Andres H. Perez, Marin County District Attorney’s Office, 3501 Civic Center Dr., Rm. 145, San Rafael, CA 94903.

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1 FEES, COSTS AND EXPENSES

2 10. Other than the costs specified in Paragraph 8 of this Final Judgment and
3 Injunction, the Parties shall bear their own attorney's fees, costs, and any other expenses related
4 to this action.

5 FINALITY

6 11. The Final Judgment is a final and binding resolution, settlement, and release of
7 all claims, violations, and causes of action expressly alleged by the People in the Complaint
8 filed in this action and causes of action that could have been alleged based on the same general
9 facts, circumstances and conduct set forth in the Complaint against Defendant, including all
10 Enjoined Persons, up to the date of entry of the Final Judgment ("Covered Matters"). Any
11 claim, violation, or cause of action that is not a Covered Matter is a "Reserved Matter."
12 Nothing in the Final Judgment shall prohibit the People of the State of California from bringing
13 a future action based on any Reserved Matter.

14 12. This Final Judgment has been reviewed by the Court, and based upon the
15 representations of the Parties as set forth in the Stipulation, the Court finds that it has been
16 entered in good faith and is, in all respects, fair, just and equitable to protect the public and the
17 individuals who may have been affected by the issues alleged in the Complaint.

18 RETENTION OF JURISDICTION

19 13. Pursuant to California Code of Civil Procedure section 664.6 and the Court's
20 inherent authority, the Court shall retain jurisdiction over this action to entertain such further
21 proceedings and enter such further orders as may be necessary or appropriate for the
22 construction, carrying out, modification, compliance with, and enforcement of this Final
23 Judgment. The Parties, as represented here, shall meet and confer at least fifteen (15) business
24 days prior to the filing of any application or motion relating to this Final Judgment and shall
25 negotiate in good faith in an effort to resolve any dispute without judicial intervention. If the
26 Parties are unable to resolve their dispute after meeting and conferring, any Party may move
27 this Court seeking resolution of that dispute by the Court.

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14. The failure of the People to enforce any provision of this Final Judgment shall neither be deemed a waiver of such provision nor shall it in any way affect the validity of this Final Judgment. The failure of the People to enforce any provision shall not preclude it from later enforcing the same or other provisions of this Final judgment.

15. The clerk is ordered to immediately enter this Final Judgment which shall take effect immediately upon entry thereof. No notice of entry of judgment is required to be served upon Defendant.

DATED: JUN 17 2022

JAMES T. CHOU

JUDGE OF THE SUPERIOR COURT