

03/24/2025

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Individually and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Paloma Scalise, Individually and on behalf of
all others similarly situated,

Plaintiff,

v.

Chipotle Services LLC, DBA Chipotle
Mexican Grill, Inc.; and Does 1 through 20,
inclusive,

Defendants.

Case No.: 23CV006629

Hon. Richard K. Sueyoshi – Dept. 53

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate, Itemized Wage Statements;
6. Failure to Reimburse for Business Expenses;
7. Failure to Pay Reporting Time Pay;
8. Failure to Pay All Final Wages;
9. Violation of Business and Professions Code §§ 17200, *et seq.*; and
10. Enforcement of Labor Code § 2698 Et. Seq. (“PAGA”).

Jury Trial Demanded

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22 on behalf of himself and all others similarly situated

1 Plaintiffs Paloma Scalise, Anna Cardoso, and Demarco Evans (collectively referred to
2 as “Plaintiffs”), on behalf of themselves and all others similarly situated, hereby allege and
3 assert claims against Defendant Chipotle Services, LLC, a Colorado limited liability
4 company; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

5 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

6 1. The purpose of this amendment is effectively consolidate the class action
7 claims pending in the above-entitled action with the action entitled *Demarco Evans v.*
8 *Chipotle Services, LLC*, Orange County Superior Court Case No. 30-2022-01254511-CU-
9 OE-CXC and the action entitled *Anna Cardoso v. Chipotle Services, LLC*, Los Angeles
10 Superior Court Case No. 23STCV11524. Both the *Evans* and *Cardoso* actions seek civil
11 penalties under the Private Attorney Generals Act, Labor Code section 2698 et seq.
12 (“PAGA”).

13 2. In the above-entitled action, Plaintiff Paloma Scalise brings this putative class
14 action against Defendants on behalf of herself individually and a putative class of non-exempt
15 employees who are or were minors and were employed by Defendants in the State of
16 California during the relevant time period (the “Minor Class” or the “Class”).

17 3. The term “Non-Exempt Employees” refers to the non-exempt employees
18 employed by Defendants throughout California during the relevant time period.

19 4. The Minor Class is a subset of the group of Non-Exempt Employees.

20 5. Defendant Chipotle Services LLC is a Colorado Limited Liability Company
21 doing business in the State of California. It is based at 610 Newport Center Drive, Suite 1300,
22 Newport Beach, CA 92660. It is a national restaurant brand which provides employment to
23 employees in California.

24 6. Through this action, Plaintiffs allege that Defendants have engaged in a
25 systematic pattern of wage and hour violations under the California Labor Code and Industrial
26 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
27 unfair competition.
28

1 7. Plaintiffs are informed and believe, and thereon allege, that Defendants have
2 increased their profits by violating state wage and hour laws by, among other things:

- 3 (a) Failing to pay all wages for all hours worked, including minimum and
4 overtime wages;
- 5 (b) Failing to provide meal periods or compensation in lieu thereof;
- 6 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
7 thereof;
- 8 (d) Failing to provide accurate, itemized wage statements;
- 9 (e) Failing to reimburse all reasonable and necessary business expenses;
- 10 (f) Failing to pay all reporting time pay;
- 11 (g) Failing to provide suitable seating;
- 12 (h) Failing to keep accurate records; and
- 13 (i) Failing to pay all final wages.

14 8. Plaintiff Scalise brings this lawsuit seeking monetary relief against Defendants
15 on behalf of herself and all others similarly situated in California to recover, among other
16 things, unpaid wages and benefits, interest, attorneys' fees, costs and expenses, and penalties
17 pursuant to Cal. Labor Code §§ 210, 226.7, 510, 511, 512, 1182.12, 1194, 1194.2, 1197, 1198,
18 2800, and 2802.

19 9. Plaintiffs Evans and Cardoso seek recovery of civil penalties, attorneys fees,
20 costs, and expenses for Defendants' Labor Code violations under PAGA.

21 **JURISDICTION AND VENUE**

22 10. This is a class action, pursuant to California Code of Civil Procedure § 382.
23 The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional
24 limits of the Superior Court and will be established according to proof at trial.

25 11. This Court has jurisdiction over this action pursuant to the California
26 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
27 causes except those given by statutes to other courts. The statutes under which this action is
28 brought do not specify any other basis for jurisdiction.

12. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

13. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

14. During the relevant time period, Plaintiffs were citizens of California.

15. Plaintiffs were employed by Defendants as non-exempt employees during the relevant time period in California.

16. Plaintiffs are informed and believe, and thereon allege, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

17. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 20 but will seek leave of this Court to amend this Complaint and serve such fictitiously named Defendants once their names and capacities become known.

18. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

19. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act

1 on the other's behalf. The acts of any and all Defendants were in accordance with, and
2 represent, the official policy of Defendants.

3 20. At all relevant times, Defendants, and each of them, acted within the scope of
4 such agency or employment, or ratified each and every act or omission complained of herein.
5 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions
6 of each and all the other Defendants in proximately causing the damages herein alleged.

7 21. Plaintiffs are informed and believe, and thereon allege, that each of said
8 Defendants are in some manner intentionally, negligently or otherwise responsible for the
9 acts, omissions, occurrences and transactions alleged herein.

10 **CLASS ACTION ALLEGATIONS**

11 22. Plaintiff Scalise brings this action under Code of Civil Procedure § 382 on
12 behalf of herself and all others similarly situated who were affected by Defendants' Labor
13 Code, Business and Professions Code §§ 17200 and IWC Wage Order violations.

14 23. All claims alleged herein arise under California law for which Plaintiff seeks
15 relief authorized by California law.

16 24. Plaintiff Scalise's proposed class consists of and is defined as follows:

17 California Minor Class

18 All current or former non-exempt California employees of Defendants who are
19 or were minors and were employed by Defendants in the State of California
20 during the four years preceding the filing of this Complaint plus 178 days
21 before the filing of this complaint to the date of trial.¹ (the "Minor Class" or
22 the "Class")

23 Plaintiff also seeks to certify the following Subclass of employees:

24 Waiting Time Subclass

25 All members of the Class who separated their employment from Defendants
26 from three years plus 178 days before the filing of this complaint to the date
27 of trial.

28 ¹ The statute of limitations for this matter was tolled from April 6, 2020 to October 1, 2020
pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 25. Members of the Class and Subclass described above will be collectively
2 referred to as “class members.” Plaintiff Scalise reserves the right to establish other or
3 additional subclasses, or modify any Class or Subclass definition, as appropriate based on
4 investigation, discovery, and specific theories of liability.

5 26. This action has been brought and may properly be maintained as a class action
6 under the California Code of Civil Procedure § 382 because there are common questions of
7 law and fact as to the Class that predominate over questions affecting only individual members
8 including, but not limited to:

9 (a) Whether Defendants failed to compensate Plaintiff Scalise and Minor Class
10 Members to work off-the-clock, resulting in a failure to pay all minimum
11 wages and overtime wages;

12 (b) Whether Defendants deprived Plaintiff Scalise and Minor Class Members of
13 compliant meal periods or required Plaintiff Scalise and Minor Class Members
14 to work through meal periods without compensation;

15 (c) Whether Defendants deprived Plaintiff Scalise and Minor Class Members of
16 compliant rest breaks;

17 (d) Whether Defendants deprived Plaintiff Scalise and Minor Class Members of
18 accurate, itemized wage statements;

19 (e) Whether Defendants required Plaintiff Scalise and Minor Class Members to
20 use their personal cellular phones to for work-related purposes and then failed
21 to reimburse Plaintiff Scalise and Minor Class Members for a reasonable
22 percentage of these costs, resulting in failure to reimburse Plaintiff and Minor
23 Class Members for all business expenses necessarily incurred in their duties;

24 (f) Whether Defendants failed to pay Plaintiff Scalise and Minor Class Members
25 all reporting time pay owed;

26 (g) Whether Defendants failed to pay Plaintiff Scalise and Minor Class Members
27 all final wages due upon termination or separation of employment; and

28 (h) Whether Defendants engaged in unfair business practices in violation of

Business & Professions Code §§ 17200, *et seq.*

27. There is a well-defined community of interest in this litigation and the California Minor Class is readily ascertainable:

(a) Numerosity: The members of the California Minor Class are so numerous that joinder of all members is impractical. Although the members of the California Minor Class are unknown to Plaintiff Scalise at this time, on information and belief, the total number of individuals who make up the California Minor Class are estimated to be greater than 100 individuals. The identities of the California Minor Class are readily ascertainable by inspection of Defendants' employment and payroll records.

(b) Typicality: The claims (or defenses, if any) of Plaintiff Scalise are typical of the claims (or defenses, if any) of the California Minor Class because Defendants' failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits and other relief. The injuries sustained by Plaintiff Scalise are also typical of the injuries sustained by the California Minor Class because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

(c) Adequacy: Plaintiff Scalise is qualified to and will fairly and adequately represent and protect the interests of all members of the California Minor Class because it is in her best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to her and the California Minor Class. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and are versed in the rules governing class action discovery, certification and settlement. Plaintiff Scalise has incurred and, throughout the duration of this action, will continue to

1 incur attorneys' fees and costs that have been and will be necessarily
2 expended for the prosecution of this action for the substantial benefit
3 of each class member.

4 (d) Superiority: The nature of this action makes the use of class action
5 adjudication superior to other methods. A class action will achieve
6 economies of time, effort and expense as compared with separate
7 lawsuits, and will avoid inconsistent outcomes because the same issues
8 can be adjudicated in the same manner and at the same time for each
9 Class. If appropriate this Court can, and is empowered to, fashion
10 methods to efficiently manage this case as a class action.

11 (e) Public Policy Considerations: Employers in the State of California and
12 other states violate employment, labor, and consumer protection laws
13 every day. Current employees are often afraid to assert their rights out
14 of fear of direct or indirect retaliation. Former employees are fearful
15 of bringing actions because they believe their former employers might
16 damage their future endeavors through negative references and/or other
17 means. Class actions provide the class members who are not named in
18 the complaint with a type of anonymity that allows for the vindication
19 of their rights at the same time as affording them privacy protections.

20 GENERAL ALLEGATIONS

21 28. At all relevant times mentioned herein, Defendants employed Plaintiffs and
22 the Non-Exempt Employees as non-exempt employees.

23 29. Plaintiffs were employed in non-exempt positions by Defendants.

24 30. Defendants continue to employ non-exempt employees throughout California.

25 31. Plaintiffs are informed and believe, and thereon allege, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers, employees and other professionals
27 who were knowledgeable about California's wage and hour laws, employment and personnel
28 practices and the requirements of California law.

1 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
2 or should have known that Plaintiff and Non-Exempt Employees were entitled to receive
3 wages for all hours worked and that they were not receiving all wages earned for work that
4 was required to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
5 and Non-Exempt Employees were not paid wages (including minimum wages and overtime
6 wages) when Defendants required Plaintiff and Non-Exempt Employees to work off-the-
7 clock, for example, to re-fill stations after clocking out of their shifts.

8 33. By way of example, Plaintiffs and the Non-Exempt Employees were required
9 to follow Defendants' Covid procedures and check their temperature and answer Covid-
10 related screening questions prior to clocking in. All such time constitutes hours worked off
11 the clock.

12 34. By way of further example, Plaintiffs and the Non-Exempt Employees were
13 required to clean their uniforms and were not paid for such time or for related cleaning costs.

14 35. Further, Plaintiffs and the Non-Exempt Employees would often have to work
15 an hour or more after midnight to complete job duties despite the Defendants' time clock
16 automatically clocking Plaintiffs and the Non-Exempt Employees out at midnight.

17 36. Further, Defendants had a policy of shaving the hours worked by Plaintiffs and
18 the Non-Exempt Employees. Such shaving of time was unlawful as it was performed to the
19 detriment of the Non-Exempt Employees.

20 37. Plaintiffs and the Non-Exempt Employees were also not properly paid at the
21 regular rate for all overtime hours worked.

22 38. In addition, Plaintiffs and the Non-Exempt Employees worked in excess of
23 eight (8) hours in day and/or over forty (40) hours in a workweek, but were not properly paid
24 for such time at a rate of time and one-half the employee's regular rate of pay per hour.

25 39. This violation occurred in part because Defendants failed to accurately
26 calculate all hours worked by Plaintiffs and the Non-Exempt Employees.

27 40. Moreover, upon information and belief, Defendants failed to incorporate all
28 forms of non-discretionary compensation into the regular rate, including differentials,

1 incentives, and Covid-related pay. Thus, Defendants undercompensated Plaintiffs and the
2 Non-Exempt Employees.

3 41. These policies and practices deprived Plaintiffs and the Non-Exempt
4 Employees of wages earned and are therefore unlawful.

5 42. Plaintiffs are informed and believe, and thereon allege, that Defendants failed
6 to provide Plaintiffs and Non-Exempt Employees timely, uninterrupted, off-duty meal periods
7 of no less than thirty minutes for each period of five hours worked due to Defendant's meal
8 period policies/practices, which have resulted in late (commencing after the fifth hour of
9 work) and short (less than 30 minutes) meal periods. Plaintiffs and Non-Exempt Employees
10 would also often be required to work through meal periods or would be otherwise interrupted
11 during their meal period. In addition, Defendant failed to provide Plaintiff and other aggrieved
12 employees with second meal periods on shifts over 10.0 hours.

13 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
14 or should have known that Plaintiff and Non-Exempt Employees were entitled to receive all
15 required meal periods or payment of one (1) additional hour of pay at Plaintiff and Non-
16 Exempt Employees' regular rate of pay when they did not receive a timely meal period. In
17 violation of the Labor Code and IWC Wage Orders, Plaintiff and Non-Exempt Employees did
18 not receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiff
19 and Non-Exempt Employees' regular rate of pay when they did not receive a timely,
20 uninterrupted meal period.

21 44. Plaintiffs and Non-Exempt Employees were not authorized and permitted to
22 take all legally compliant rest periods due to Defendant's rest period policies/practices, which
23 fail to authorize and permit an off-duty rest period for every four hours worked, or major
24 fraction thereof. Specifically, due to work demands imposed by Defendant, Plaintiffs and the
25 Non-Exempt Employees were regularly prevented from being relieved of all work duties
26 during required rest periods.

27 45. Upon information and belief, Defendants failed to provide Plaintiffs and Non-
28 Exempt Employees timely, uninterrupted, on-the-clock rest period of no less than ten minutes

1 for every four hours worked, or every major fraction thereof. Defendants also routinely failed
2 to provide Plaintiffs and Non-Exempt Employees with a second rest period for shifts lasting
3 longer than six hours, or a third rest period for shifts lasting longer than ten hours. These
4 policies, among others, have resulted in a denial of these employees' rights to a ten-minute
5 rest period in violation of California law.

6 46. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
7 or should have known that Plaintiffs and Non-Exempt Employees were entitled to receive all
8 rest breaks or payment of one (1) additional hour of pay at Plaintiffs and Non-Exempt
9 Employees' regular rate of pay when a rest break was missed. In violation of the Labor Code
10 and IWC Wage Orders, Plaintiffs and Non-Exempt Employees did not receive all rest breaks
11 or payment of one (1) additional hour of pay at Plaintiffs and Non-Exempt Employees' regular
12 rate of pay when a rest break was missed.

13 47. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
14 or should have known that Plaintiffs and Non-Exempt Employees were entitled to receive
15 itemized wage statements that accurately showed their gross and net wages earned, inclusive
16 dates of pay periods, total hours worked, and all applicable hourly rates in effect and the
17 number of hours worked at each hourly rate in accordance with California law. In violation
18 of the Labor Code, Plaintiffs and Non-Exempt Employees were not provided with accurate
19 itemized wage statements.

20 48. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
21 or should have known that they had a duty to indemnify Plaintiff and Non-Exempt Employees
22 for all necessary expenditures or losses incurred in the discharge of their duties, including, for
23 example, Plaintiff and Non-Exempt Employees cellular phone expenses as it related to their
24 employment, laundering and maintenance expenses for uniforms, and mileage for driving
25 between locations. In violation of the Labor Code, Defendants did not indemnify Plaintiff
26 and Non-Exempt Employees for the necessary expenses they incurred in the discharge of their
27 duties.

1 49. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
2 or should have known that Defendants were required to pay Plaintiffs and Non-Exempt
3 Employees all required reporting time pay including, for example, when Plaintiffs and Non-
4 Exempt Employees were required to sign various documents while off-the-clock and were not
5 compensated for at least two hours of work and/or half of their usually scheduled hours at
6 their regular rate of pay. In addition, on occasion, Plaintiffs and the Non-Exempt Employees
7 were reported to work at Defendants' direction, and were furnished with work for less than
8 half their usual or scheduled day's work. In violation of the Labor Code, Defendants did not
9 compensate Plaintiffs and the Non-Exempt Employees with all required reporting time pay.

10 50. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
11 or should have known that Defendants were required to pay all wages to Plaintiff and Non-
12 Exempt Employees at the separation of their employment but, in violation of the Labor Code,
13 failed to do so.

14 51. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
15 or should have known they had a duty to compensate Plaintiffs and Non-Exempt Employees,
16 and Defendants had the financial ability to pay such compensation but willfully, knowingly
17 and intentionally failed to do so all in order to increase Defendants' profits.

18 52. Plaintiffs further allege that Defendants failed to provide suitable seating to
19 Plaintiffs and the Non-Exempt Employees for use when said seats would not interference with
20 the performance of their duties.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **(Violation of Cal. Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage**
24 **Order)**

25 **(By Plaintiff Scalise and the Minor Class Against All Defendants)**

26 53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
27 as though fully set forth herein.
28

1 54. Cal. Labor Code Sections 1194 and 1197 provide that the minimum wage for
2 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment
3 of a lesser wage than the minimum so fixed is unlawful.

4 55. During the relevant time period, Defendants paid Plaintiff and Minor Class
5 Members less than minimum wages when Defendants required Plaintiff and Minor Class
6 Members to work off-the-clock.

7 56. During the relevant time period, Defendants regularly failed to pay at least
8 minimum wages to Plaintiff and Minor Class Members for all hours worked pursuant to Cal.
9 Labor Code Sections 1194 and 1197.

10 57. Defendants' failure to pay Plaintiff and Minor Class Members the required
11 minimum wages violate Labor Code 1194 and 1197. Pursuant to these sections, Plaintiff and
12 Minor Class Members are entitled to recover the unpaid balance of their minimum wage
13 compensation as well as interest, costs and attorneys' fees.

14 58. Pursuant to Labor Code Section 1194.2, Plaintiff and Minor Class Members
15 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
16 and interest thereon.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME WAGES**

19 **(Violation of Cal. Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

20 **(By Plaintiff Scalise and the Minor Class Against All Defendants)**

21 59. Cal. Labor Code Section 1198 and the applicable IWC Wage Order provide
22 that it is unlawful to employ persons without compensating them at a rate of pay either one
23 and one-half or two times the person's regular rate of pay, depending on the number of hours
24 worked by the person on a daily or weekly basis.

25 60. Pursuant to Cal. Labor Code Sections 510 and 1194, during the relevant time
26 period, Defendants were required to compensate Plaintiff and Minor Class Members for all
27 overtime hours worked, calculated at one and one-half (1½) times the regular rate of pay for
28 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for

1 the first eight (8) hours of the seventh consecutive work day, with double time after eight (8)
2 hours on the seventh day of any work week, or after twelve (12) hours in any work day.

3 61. Plaintiff and Minor Class Members were non-exempt employees entitled to
4 the protections of Cal. Labor Code Section 510 and 1194.

5 62. During the relevant time period, Defendants failed to pay Plaintiff and Minor
6 Class Members overtime and doubletime wages when Defendants required Plaintiff and
7 Minor Class Members to work off-the-clock, for example, to re-fill stations after clocking out.
8 As Plaintiff and Minor Class Members worked shifts of eight hours or more, this unpaid time
9 qualified for overtime premium payment.

10 63. In violation of state law, Defendants have knowingly and willfully refused to
11 perform their obligations and compensate Plaintiff and Minor Class Members for all wages
12 earned as alleged above.

13 64. Defendants' failure to pay Plaintiff and Minor Class Members the unpaid
14 balance of overtime compensation, as required by California law, violates the provisions of
15 Cal. Labor Code Sections 510 and 1198, and is therefore unlawful.

16 65. Pursuant to Labor Code Section 1194, Plaintiff and Minor Class Members are
17 entitled to recover their unpaid overtime compensation as well as interest, costs and attorneys'
18 fees.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

21 **(Violation of Cal. Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

22 **(By Plaintiff Scalise and the Minor Class Against All Defendants)**

23 66. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
24 as though fully set forth herein.

25 67. Cal. Labor Code Section 226.7 provides that no employer shall require an
26 employee to work during any meal period mandated by the IWC Wage Orders.

27 68. Section 11 of the applicable IWC Wage Order states, "no employer shall
28 employ any person for a work period of more than five (5) hours without a meal period of not

1 less than 30 minutes, except that when a work period of not more than six (6) hours will
2 complete the day's work the meal period may be waived by mutual consent of the employer
3 and the employee."

4 69. Cal. Labor Code Section 512(a) provides that an employer may not require,
5 cause or permit an employee to work for a period of more than five (5) hours per day without
6 providing the employee with an uninterrupted meal period of not less than thirty (30) minutes,
7 except that if the total work period per day of the employee is not more than six (6) hours, the
8 meal period may be waived by mutual consent of both the employer and the employee.

9 70. Labor Code Section 512(a) also provides that an employer may not employ an
10 employee for a work period of more than ten (10) hours per day without providing the
11 employee with a second meal period of not less than thirty (30) minutes, except that if the
12 total hours worked is no more than twelve (12) hours, the second meal period may be waived
13 by mutual consent of the employer and the employee only if the first meal period was not
14 waived.

15 71. During the relevant time period, Plaintiff and Minor Class Members did not
16 receive compliant meal periods for each five hours worked per day.

17 72. Cal. Labor Code Section 226.7(b) and section 11 of the applicable IWC Wage
18 Order require an employer to pay an employee one additional hour of pay for each workday
19 that a meal period is not provided.

20 73. At all relevant times, Defendants often failed to pay Plaintiff and Minor Class
21 Members meal period premiums for meal period violations, at the regular rate of pay including
22 all non-discretionary bonuses, pursuant to Labor Code Section 226.7(b) and section 11 of the
23 applicable IWC Wage Order.

24 74. As a result of Defendants' failure to pay Plaintiff and Minor Class Members
25 an additional hour of pay for each day a meal period was not provided, Plaintiff and Minor
26 Class Members suffered and continue to suffer a loss of wages and compensation.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PERMIT REST BREAKS**

3 **(Violation of Cal. Labor Code §§ 226.7; Violation of IWC Wage Order)**

4 **(By Plaintiff Scalise and the Minor Class Against All Defendants)**

5 75. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
6 as though fully set forth herein.

7 76. Cal. Labor Code Section 226.7(a) provides that no employer shall require an
8 employee to work during any rest period mandated by the IWC Wage Orders.

9 77. Section 12 of the applicable IWC Wage Order states “every employer shall
10 authorize and permit all employees to take rest periods, which insofar as practicable shall be
11 in the middle of each work period” and the “authorized rest period time shall be based on the
12 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
13 fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

14 78. During the relevant time period, Plaintiff and Minor Class Members did not
15 receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked.
16 Defendants routinely failed to provide Plaintiff and Minor Class Members with a second rest
17 period for shifts lasting eight hours or longer, or a third rest period for shifts lasting twelve
18 hours or longer. Moreover, due to work demands imposed by Defendants, Plaintiff and Minor
19 Class Members were regularly prevented from being relieved of all work duties during
20 required rest periods.

21 79. Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage
22 Order requires an employer to pay an employee one additional hour of pay at the employee’s
23 regular rate of compensation for each workday that the rest period is not provided.

24 80. At all relevant times, Defendants failed to pay Plaintiff and Minor Class
25 Members all rest period premiums at their regular rate of compensation, including all non-
26 discretionary bonuses, due for rest period violations pursuant to Labor Code Section 226.7(b)
27 and section 12 of the applicable IWC Wage Order. Moreover, upon information and belief,
28 during a least a portion of the relevant time period, Defendants maintained no payroll code or

1 other mechanism for the payment of rest period premiums as required by Labor Code Section
2 226.7 in the event a legally compliant rest period was not provided to their non-exempt
3 employees.

4 81. As a result of Defendants' failure to pay Plaintiff and Minor Class Members
5 an additional hour of pay for each day a rest period was not provided, Plaintiff and Minor
6 Class Members suffered and continue to suffer a loss of wages and compensation.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(Violation of Cal. Labor Code § 226; Violation of IWC Wage Order)**

10 **(By Plaintiff Scalise and the Minor Class Against All Defendants)**

11 82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs
12 above as though fully set forth herein.

13 83. Cal. Labor Code Section 226(a) requires Defendants to provide each
14 employee with an accurate wage statement in writing showing nine pieces of information,
15 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number
16 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
17 rate basis, (4) all deductions, provided that all deductions made on written orders of the
18 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
19 dates of the period for which the employee is paid, (7) the name of the employee and the
20 last four digits of his or her social security number or an employee identification number
21 other than a social security number, (8) the name and address of the legal entity that is the
22 employer, and (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee.

24 84. During the relevant time period, Defendants have knowingly and
25 intentionally failed to comply with Cal. Labor Code Section 226(a) on wage statements that
26 were provided to Plaintiff and Minor Class Members. The deficiencies include, among
27 other things, the failure to correctly state the gross and net wages earned, all applicable
28 hourly rates in effect, and the correct number of hours worked at each hourly rate by Plaintiff

1 and Minor Class Members.

2 85. As a result of Defendants' violation of Cal. Labor Code Section 226(a),
3 Plaintiff and Minor Class Members have suffered injury and damage to their statutorily
4 protected rights. Specifically, Plaintiff and Minor Class Members have been injured by
5 Defendants' intentional violation of California Labor Code Section 226(a) because they
6 were denied both their legal right to receive, and their protected interest in receiving,
7 accurate itemized wage statements under California Labor Code Section 226(a). Plaintiff
8 has had to file this lawsuit in order to determine the extent of the underpayment of wages,
9 thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to
10 engage in these efforts and incur these costs had Defendants provided the accurate wages
11 earned. This has also delayed Plaintiff's ability to demand and recover the underpayment
12 of wages from Defendants.

13 86. California Labor Code Section 226(a) requires an employer to pay the
14 greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a
15 violation occurred, and one hundred dollars (\$100.00) per employee for each violation in
16 subsequent pay periods, plus attorney's fees and costs, to each employee who was injured
17 by the employer's failure to comply with California Labor Code Section 226(a).

18 87. Defendants' violations of California Labor Code Section 226(a) prevented
19 Plaintiff and Minor Class Members from knowing, understanding and disputing the wages
20 paid to them, and resulted in an unjustified economic enrichment to Defendants. As a result
21 of Defendants' knowing and intentional failure to comply with California Labor Code
22 Section 226(a), Plaintiff and Minor Class Members have suffered an injury, and the exact
23 amount of damages and/or penalties is all in an amount to be shown according to proof at
24 trial.

25 88. Plaintiff and Minor Class Members are also entitled to injunctive relief under
26 California Labor Code Section 226(h), compelling Defendants to comply with California
27 Labor Code Section 226 and seek the recovery of attorneys' fees and costs incurred in
28 obtaining this injunctive relief.

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1 their damage in amounts according to proof at the time of trial.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PAY ALL REPORTING TIME PAY**

4 **(Violation of Cal. Lab. Code §§ 1198 and 1199; Violation of IWC Wage Order)**

5 **(By Plaintiff Scalise and the Minor Class Against All Defendants)**

6 96. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
7 as though fully set forth herein.

8 97. Cal. Labor Code Section 1198 prohibits employers from violating the IWC
9 Wage Orders.

10 98. Section 5 of the applicable IWC Wage Order required that on each workday
11 an employee reports for work as scheduled, but is not put to work or is furnished with less
12 than half of the employee's usual or scheduled day's work, the employee shall be paid for half
13 the usual or scheduled day's work, but in no event for less than two (2) hours nor more than
14 four (4) hours at the employer's regular rate of pay, which shall not be less than the minimum
15 wage. Section 5 of the applicable Wage Order denominates this as "Reporting Time Pay."

16 99. During the relevant time period, Plaintiff and Minor Class Members were
17 required to report to work but were not put to work and would be sent home early.

18 100. Accordingly, for those times that Plaintiff and Minor Class Members were
19 required to report to work but were not put to work or were furnished with less than half of
20 their usual scheduled day's work, Plaintiff and Minor Class Members are entitled to recover
21 from Defendants compensation for half a day's work, plus interest thereon, together with their
22 reasonable attorneys' fees and costs.

23 **EIGHTH CAUSE OF ACTION**

24 **FAILURE TO PAY ALL FINAL WAGES**

25 **(Violation of Cal. Lab. Code §§ 201-203; Violation of IWC Wage Order)**

26 **(By Plaintiff Scalise and the Minor Class Against All Defendants)**

27 101. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
28 as though fully set forth herein.

102. California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his employment, his wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.

103. During the relevant time period, Defendants willfully failed to pay Plaintiff and Minor Class Members all their earned wages upon termination including, but not limited to, proper minimum wages, Reporting Time Pay, and overtime and doubletime compensation, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ. Further, Defendants failed to timely pay all wages due upon termination of employment and Plaintiff has yet to receive her final wages.

104. Defendants' failure to pay Plaintiff and Minor Class Members all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

105. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

NINTH CAUSE OF ACTION

(VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200,

ET SEQ.)

(By Plaintiff Scalise and the Minor Class Against All Defendants)

106. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

107. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and Minor Class Members. Plaintiff seeks to enforce

1 important rights affecting the public interest within the meaning of Code of Civil Procedure
2 § 1021.5.

3 108. Defendants' activities, as alleged herein, violates California law and
4 constitutes unlawful business acts or practices in violation of California Business and
5 Professions Code Sections 17200, *et seq.*

6 109. A violation of Cal. Business and Professions Code §§ 17200, *et seq.* may be
7 predicated on the violation of any state or federal law.

8 110. Defendants' policies and practices have violated state law in at least the
9 following respects:

10 (a) Failing to pay all minimum wages to Plaintiff and Minor Class Members in
11 violation of Labor Code §§ 1194, 1194.2, and 1197;

12 (b) Failing to pay all overtime wages to Plaintiff and Minor Class Members in
13 violation of Labor Code §§ 510, 1194 and 1198;

14 (c) Failing to provide timely meal periods without paying Plaintiff and Minor
15 Class Members premium wages for every day said meal periods were not
16 provided in violation of Labor Code §§ 226.7 and 512;

17 (d) Failing to authorize or permit rest breaks without paying Plaintiff and Minor
18 Class Members premium wages for every day said rest breaks were not
19 authorized or permitted in violation of Labor Code § 226.7;

20 (e) Failing to provide accurate, itemized wage statements in violation of Labor
21 Code § 226;

22 (f) Failing to reimburse Plaintiff and Minor Class Members for all business
23 expenses incurred in violation of Labor Code §§ 2800 and 2802;

24 (g) Failing to pay Plaintiff and Minor Class Members all reporting time pay in
25 violation of Labor Code §§ 1198 and 1199; and

26 (h) Failing to pay Plaintiff and Minor Class Members all final wages in violation
27 of Labor Code §§ 201-203.

28 111. Defendants intentionally avoided paying Plaintiff and Minor Class Members'

1 wages and monies, thereby creating for Defendants an artificially lower cost of doing business
2 in order to undercut their competitors and establish and gain a greater foothold in the
3 marketplace.

4 112. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and
5 Minor Class Members are entitled to restitution of the wages unlawfully withheld and retained
6 by Defendants during a period that commences four years prior to the filing of the Complaint;
7 an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable
8 laws; and an award of costs.

9 **TENTH CAUSE OF ACTION**

10 **ENFORCEMENT OF LABOR CODE § 2698 ET. SEQ. ("PAGA")**

11 **(By Plaintiffs and the Aggrieved Employees Against All Defendants)**

12 113. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
13 as though fully set forth herein.

14 114. Plaintiffs timely gave written notice by online submission to the LWDA and
15 by certified mail to Defendants of Defendants' violations of numerous provisions of the
16 California Labor Code and the IWC Wage Orders as alleged in this complaint. All fees
17 were paid as required by statute.

18 115. Plaintiffs are "aggrieved employee[s]" as defined in Labor Code Section
19 2699(A), as they were employed by Defendants during the statutory period and suffered one
20 or more of the Labor Code violations set forth herein. They seek to recover of themselves
21 and all other current and former aggrieved employees of Defendants the civil penalties
22 provided by PAGA, plus reasonable attorneys' fees and costs.

23 116. 65 days have passed, and no response has been received from the LWDA.
24 Accordingly, the LWDA has permitted Plaintiffs to proceed in a representative capacity.

25 117. Plaintiffs have exhausted all administrative procedures required of them
26 under the Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right
27 in bringing forward this cause of action.
28

1 118. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil
2 penalties for which Defendants are liable due to numerous Labor Code violations as set forth
3 in this Complaint.

4 119. Plaintiffs seek to recover the PAGA civil penalties through a representative
5 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*
6 (2009) 46 Cal. 4th 969. Class certification of the PAGA claims is not required.

7 120. Pursuant to Labor Code section 2698 et seq and 2699(a), Plaintiffs seek to
8 recover civil penalties for which Defendants are liable due to numerous Labor Code and
9 Wage Order violations as set forth in this Complaint.

10 121. The Aggrieved Employees are defined as all current and former non-exempt
11 employees during the relevant time period.

12 122. Specifically, Plaintiffs, on behalf of themselves and the Aggrieved
13 Employees, seek penalties under Labor Code §2699, for, without limitation, the claims set
14 forth herein, including:

15 (a) Defendants' failure to comply with the requirement of Labor Code § 1182.12,
16 1194, 1197, 1198, and Wage Order 5-2001 to pay at least minimum wage for
17 every hour worked;

18 (b) Defendants' failure to pay all reporting time pay owed to Plaintiffs and
19 Aggrieved Employees in violation of Labor Code §§ 1198 and 1199 and the
20 Wage Order 5-2001;

21 (c) Defendants' failure to comply with the requirement of Labor Code §510,
22 1194, 1197, 1198, and Wage Orders to accurately pay all wages earned
23 including overtime wages;

24 (d) Defendants' failure to comply with the requirement of Labor Code §216 to
25 pay wages after demand was made;

26 (e) Defendants' failure to comply with the requirement of Labor Code §§204 and
27 210 to pay, without condition and within the time set by the applicable
28 article, all wages, or parts thereof;

- 1 (f) Defendants' failure to comply with the requirement of Labor Code §225.5 to
2 pay wages due;
- 3 (g) Defendants' failure to provide meal periods as required by law and failing to
4 pay meal period premiums to Plaintiffs and other Aggrieved Employees at
5 these employees' respective regular rates of compensation for all meal period
6 violations in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 7 (h) Defendants' failure to authorize and permit Plaintiffs and other Aggrieved
8 Employees all required rest periods and failing to pay rest period premiums to
9 Plaintiff and other Aggrieved Employees at these employees' respective
10 regular rates of compensation for rest period violations in violation of Labor
11 Code §§ 226.7, 516, 558, and 1198;
- 12 (i) Defendants' failure to comply with the requirement of Labor Code §§ 201-
13 203 to pay wages due to former employees;
- 14 (j) Defendants' failure to provide accurate compliant wage statements under
15 Labor Code section 226;
- 16 (k) Defendants' failure to reimburse necessary expenses in violation of Labor
17 Code §2802 and 2804.
- 18 (l) Defendants' failure to maintain required records in violation of Labor Code
19 §226, 1174, and Wage Orders for the above-specified violations, and failure
20 to maintain accurate clock in and out times;
- 21 (m) Defendants' failure to provide suitable seating in violation of Labor Code
22 §1198, and Wage Order 5-2001.

23 123. Plaintiffs seek civil penalties for Defendants' violation of Labor Code
24 provisions for which a civil penalty is specifically provided, including but not limited to the
25 following:

- 26 (a) Pursuant to Labor Code §210, for violations of Labor Code §204, Defendants
27 are subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial
28 violation for each failure to pay each employee and two hundred (\$200) per employee for
violations in subsequent pay periods plus 25% of the amount unlawfully withheld.

1 (b) Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a)
2 Defendants are subject to a civil penalty in the amount of two hundred and fifty dollars
3 (\$250) per aggrieved employee for the initial pay period where a violation occurs and one
4 thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay periods.

5 (c) Pursuant to Labor Code §558(a), “[a]ny employer or other person acting on
6 behalf of an employer who violated, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial Welfare
8 Commission,” including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in
9 addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for
10 each underpaid employee for each pay period for which the employee was underpaid and
11 one hundred dollars (\$100) for each subsequent violation for each underpaid employee for
12 each pay period for which the employee was underpaid.

13 (d) Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid
14 to any employee a wage less than the minimum fixed by an order of the commission, shall
15 be subject to a civil penalty as follows: for any initial violation that is intentionally
16 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for
17 which the employee is underpaid; and for each subsequent violation of the same offense,
18 two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
19 the employee is underpaid regardless of whether the initial violation was intentionally
20 committed.

21 (e) Pursuant to Labor Code § 1174.5, for violations of Labor Code §1174(d),
22 Defendants are subject to a civil penalty of five hundred dollars (\$500).

23 124. Further, as a result of the acts alleged hereinabove, Plaintiffs seek penalties
24 under Labor Code §§2698 et seq. and 2699 because of Defendants’ violation of numerous
25 provisions of the California Labor Code and IWC Wage Orders.

26 125. Under Labor Code §2699, Plaintiffs and Aggrieved Employees are entitled to
27 \$100 for any initial violation and \$200 for all subsequent violations of the above-mentioned
28 provisions of the California Labor Code.

1 126. Under Labor Code §2699, Plaintiffs and Aggrieved Employees should be
2 awarded twenty-five (25%) of all penalties due under California Law, interest, attorneys'
3 fees and costs.

4 127. Under Labor Code §2699, the State of California should be awarded seventy-
5 five percent (75%) of the penalties due under California Law.

6 128.

7 **PRAYER FOR RELIEF**

8 Plaintiffs, on their own behalf and on behalf of all others similarly situated, pray for
9 relief and judgment against Defendants, jointly and severally, as follows:

10 1. For certification of this action as a class action, including certifying the
11 California Minor Class alleged by Plaintiff Scalise;

12 2. For appointment of Paloma Scalise as the Class Representative;

13 3. For the appointment of Anna Cardoso and Demarco Evans as PAGA
14 Representatives;

15 4. For appointment of Lebe Law, APLC, Haines Law Group, APC, and James
16 Hawkins, APLC as class counsel for all purposes;

17 5. For compensatory damages in an amount according to proof with interest
18 thereon;

19 6. For civil penalties against Defendants pursuant to PAGA;

20 7. For economic and/or special damages in an amount according to proof with
21 interest thereon;

22 8. For reasonable attorneys' fees, costs of suit and interest to the extent permitted
23 by law, including pursuant to California Code of Civil Procedure § 1021.5 and California
24 Labor Code §§ 1194 and 2699(g);

25 9. For statutory penalties to the extent permitted by law, including those pursuant
26 to the Labor Code and IWC Wage Orders;

27 10. For restitution as provided by Business and Professions Code §§ 17200, *et*
28 *seq.*;

11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under California Business and Professions Code §§ 17200, *et seq.*;

12. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

13. For injunctive relief;

14. For pre-judgment interest; and

15. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: March 24, 2025

Lebe Law, APLC

By: /s/ Jonathan M. Lebe
Jonathan M. Lebe
Brielle D. Edborg

Attorney for Plaintiffs

Dated: March 24, 2025

HAINES LAW GROUP, APC

By: /s/ Paul K. Haines
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

JAMES HAWKINS, APLC

Dated: March 24, 2025

By: /s/ James R. Hawkins

James R. Hawkins, Esq.
Christina M. Lucio, Esq.

Attorneys for Plaintiffs

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California, I am over the age of eighteen years and not a party to the within entitled action; my business address is 777 S. Alameda Street, Los Angeles, CA 90021.

On March 24, 2025, I served the “**SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**” on the interested parties, by placing a true copy thereof, by the method of service specified below:

Steve L. Hernández, Esq. steve.hernandez@us.dlapiper.com Jose Pomposo Barajas, Esq. jose.pomposo@us.dlapiper.com DLA PIPER LLP (US) 2000 Avenue of the Stars Suite 400, North Tower Los Angeles, California 90067 Tel: 310.595.3000 Fax: 310.595.3300 Include in Service List: Diane Tornez, Diane.Tornez@us.dlapiper.com <i>Attorneys for Defendant CHIPOTLE SERVICES, LLC</i>	Paul K. Haines, Esq. phaines@haineslawgroup.com Sean M. Blakely, Esq. sblakely@haineslawgroup.com HAINES LAW GROUP, APC 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 <i>Attorneys for Plaintiff ANNA CARDOSO, on behalf of herself and all others similarly situated</i>
James R. Hawkins, Esq. James@Jameshawkinsaplc.com Christina M. Lucio, Esq. Christina@Jameshawkinsaplc.com JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, California 92618 Telephone: (949) 387-7200 Facsimile: (949) 387-6676 Attorneys for Plaintiff DEMARCO EVANS, on behalf of himself and all others similarly situated	

☒ (VIA ELECTRONIC SERVICE) Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

///

1 ☒ (STATE) I declare under penalty of perjury under the laws of the State of
2 California that the above is true and correct.

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4 Dated: March 24, 2025

Diana Lopez

Diana Lopez

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