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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

Paloma Scalise, Anna Cardoso, and Demarco
Evans, 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. Lauri A. Damrell – Dept. 22

**REVISED ~~[PROPOSED]~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Hearing Information:

Date: January 23, 2026

Time: 10:30 a.m.

Dept. 22

Action Filed: August 10, 2023

Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
01/23/2026
V. Aleman, Deputy

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1 **REVISED ~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL**

2 Plaintiff Paloma Scalise's, Plaintiff Anna Cardoso's, and Plaintiff Demarco Evans's
3 (together, "Plaintiffs") Motion for Final Approval of Class and Representative Action Settlement
4 ("Motion") came on for regularly noticed hearing on January 9, 2026, before the Honorable Lauri
5 A. Damrell, in Department 22 of the Sacramento County Superior Court, pursuant to California
6 Rule of Court 3.769 and Labor Code section 2699(l). Attorneys from the law firms of Lebe Law,
7 APLC, Haines Law Group, APC, and James Hawkins APLC appeared as counsel for Plaintiffs,
8 and attorneys from DLA Piper LLP appeared as counsel for Defendant Chipotle Services LLC,
9 DBA Chipotle Mexican Grill, Inc. ("Defendant") (together, the "Parties" or "Settling Parties"). At
10 the January 9, 2026 hearing, the Court ordered that the Parties file this Revised [Proposed] Order
11 Granting Final Approval of Class and PAGA Action Settlement, which the Honorable Lauri A.
12 Damrell heard on January 23, 2026.

13 The Court, having received and carefully considered the Parties' Stipulation of Settlement
14 ("Settlement"), attached as Exhibit 1 to the Declaration of Jonathan M. Lebe in Support of
15 Plaintiffs' Unopposed Motion for Final Approval of Class and Representative Action Settlement,
16 and supporting papers filed by the Parties, the evidence and argument received by the Court in
17 connection with the Settlement and Motion, GRANTS the Motion and states as follows:

18 **A. Procedural History**

19 On February 4, 2022, Plaintiff Evans and Hope Lopez submitted their PAGA notice to the
20 California Labor and Workforce Development Agency ("LWDA") alleging various violations by
21 Defendant of the California Labor Code and applicable IWC Wage Orders.

22 On April 12, 2022, Plaintiff Evans and Hope Lopez filed their PAGA-only action against
23 Defendant in Orange County Superior Court (the "*Evans* Action"), Case No. 30-2022-01254511-
24 CU-OE-CXC, containing a single cause of action under the PAGA (1) failure to pay minimum
25 wages; (2) failure to pay overtime owed; (3) failure to pay all wages owed during employment;
26 (4) failure to reimburse necessary expenses; (5) failure to pay reporting time pay; (6) knowing
27 and intentional failure to comply with itemized wage statement provisions; (7) failure to provide
28 suitable seats; and (8) failure to keep accurate records. Ms. Lopez subsequently dismissed her

1 claims. Mr. Evans filed an arbitration with JAMS, Case No. 520000871, to assert his individual
2 wage and hour claims.

3 On March 15, 2023, Plaintiff Cardoso submitted her PAGA notice to the LWDA alleging
4 various violations by Defendant of the California Labor Code and applicable IWC Wage
5 Order(s).

6 On May 22, 2023, Plaintiff Cardoso filed her PAGA-only action against Defendant in Los
7 Angeles Superior Court (the “*Cardoso Action*”), Case No. 23STCV11524, containing a single
8 cause of action under the PAGA for (1) unreimbursed business expenses; (2) uncompensated
9 reporting time pay; (3) meal period violations; and (4) rest period violations.

10 On August 10, 2023, Plaintiff Scalise submitted her PAGA notice to the LWDA alleging
11 violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.6, 226, 226.7, 256, 510, 512,
12 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 *et seq.*,
13 2802, and 2804, and applicable IWC Wage Order(s).

14 Also on August 10, 2023, Plaintiff Scalise filed her initial class action complaint against
15 Defendant in Sacramento Superior Court, Case No. 23CV006629 (the “*Scalise Action*”), alleging
16 nine causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
17 failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate
18 itemized wage statements; (6) failure to reimburse for business expenses; (7) failure to pay
19 reporting time pay; (8) failure to pay all final wages; and (9) violation of business and professions
20 code §§ 17200, *et seq.*

21 On October 16, 2023, Plaintiff Scalise filed her First Amended Complaint (“*FAC*”),
22 adding a cause of action for enforcement of labor code § 2698 *et. seq.*

23 On April 17, 2024, the Parties in the *Scalise*, *Evans*, and *Cardoso* Actions participated in a
24 global mediation before experienced mediator Jeffrey Ross, Esq. In advance of settlement, the
25 Parties engaged in informal discovery, whereby Defendant provided timekeeping and payroll data for
26 a sampling of putative Class Members and aggrieved employees, and policy documents of Defendant
27 related to the claims asserted by Plaintiffs in this action, including Defendant’s meal and rest break
28 policies, overtime policies, and policies related to the amount of control Defendant had over Class

1 Members. Defendant also provided relevant data points, such as the number of minor putative Class
2 Members and their aggregate number of workweeks worked during the Class Period, as well as the
3 number of Aggrieved Employees and the number of aggregate pay periods worked during the PAGA
4 Period.

5 Plaintiffs hired a labor economist with a Ph.D. in economics to assist Plaintiffs in
6 conducting a comprehensive analysis and extrapolation of the payroll and timekeeping data
7 produced by Defendant to create a detailed exposure analysis for all claims at issue. This
8 discovery allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of
9 certification of Plaintiff Scalise's claims, and Defendant's potential defenses.

10 During mediation, the Parties vigorously debated their opposing legal positions, the
11 likelihood of certification of Plaintiff Scalise's claims, and the legal basis for the claims and
12 defenses. At the conclusion of mediation, Mr. Ross issued a mediator's proposal for a global class
13 and representative settlement, which was ultimately accepted by all Parties. During the months
14 that followed, the Parties finalized the terms of the Settlement and executed the Stipulation of
15 Agreement now before the court. The Parties also agreed to process the Settlement through this
16 Court.

17 On July 31, 2025, Plaintiffs filed their Unopposed Motion for Preliminary Approval of
18 Class and Representative Action Settlement. On August 22, 2025, the Parties appeared at the
19 Preliminary Approval Hearing where the Court requested that the Parties revise the scope of the
20 claims released in the Settlement Agreement and revise the Class Notice. On September 3, 2025,
21 Plaintiffs filed the requested revised documentation.

22 On September 5, 2025, the Court granted Plaintiffs' Motion for Preliminary Approval of
23 Class and Representative Action Settlement.

24 On October 17, 2025, the Court-approved Notice Packet was mailed by first-class mail to
25 10,928 Class Members, and Class Members had until December 1, 2025 to submit objections, to
26 submit disputes, or to opt out from the Settlement. As of the Motion filing date, no Class Member
27 objected, only one Class Member opted out, resulting in a 99.99% participation rate. Plaintiffs
28 now respectfully submit the Settlement for final approval.

1 **B. Investigation in the Class Action**

2 The Parties conducted significant investigation of the facts and law during the prosecution
3 of the litigation. Such discovery and investigations included the exchange of payroll and
4 timekeeping records, company policies, and data regarding minor employees and aggrieved
5 employees pursuant to both formal and informal discovery. Plaintiffs' counsel also retained an
6 expert economist to conduct a damages analysis and evaluate Defendant's defenses and the risks
7 associated with class certification and trial. Counsel for the Parties have further investigated the
8 applicable law as applied to the facts discovered regarding the alleged claims of the Class
9 Members and potential defenses thereto and the damages claimed.

10 **C. Benefits of Settlement to Class Members**

11 Plaintiffs recognize the expense and length of continued proceedings necessary to
12 continue the litigation against Defendant through trial and through any possible appeals.
13 Plaintiffs have also taken into account the uncertainty and risk of the outcome of further
14 litigation and the difficulties and delays inherent in such litigation, including those involved in
15 class certification. Plaintiffs are also aware of the burdens of proof necessary to establish
16 liability for the claims asserted in the litigation, Defendant's defenses thereto, and the
17 difficulties in establishing damages for Class Members. Plaintiffs have also considered the
18 significant settlement negotiations conducted by the Parties and the advice of the neutral
19 mediator. Based on the foregoing, Plaintiffs have determined that the terms and conditions for
20 resolution of the litigation, set forth in the Settlement, are fair, adequate, and reasonable, and
21 in the best interests of all Class Members.

22 **D. Plaintiffs and the Class Members' Claims**

23 Plaintiffs and the Class Members contend that the claims, contentions, and allegations
24 by Plaintiffs, individually and on behalf of the Class Members, and as Representatives of the
25 State of California in the litigation have merit and give rise to liability on the part of
26 Defendant. Neither the Settlement nor any documents referred to herein, or any action taken to
27 carry out the Settlement is or may be construed as or may be used as, an admission by or
28 against the Class Members or Class Counsel as to the merits or lack thereof of the litigation.

1 **E. Defendant Denials of Wrongdoing**

2 Defendant denies and continues to deny each of the claims, contentions, and damages
3 alleged by Plaintiffs, individually and on behalf of the Class Members, and as Representatives
4 of the State of California in the litigation. Defendant adamantly denies any wrongdoing or
5 legal liability arising out of any of the facts or conduct alleged in the litigation, and believes
6 that it has valid defenses to Plaintiffs and the Class Members' claims based on liability, class
7 certification, and damages. Neither the Settlement, nor any document referred to or
8 contemplated herein, nor any action taken to carry out the Settlement, may be construed as, or
9 may be used as an admission, concession or indication by or against Defendants of any fault,
10 wrongdoing, or liability whatsoever, including any concession that certification of a class
11 would be appropriate in the litigation or any other case.

12 **F. Operation of the Settlement**

13 Pursuant to the Court's Order Granting Preliminary Approval of Class and Representative
14 Action Settlement ("Preliminary Approval Order") dated September 5, 2025, this Court
15 conditionally certified the Class and granted preliminary approval to the Settlement. The
16 Preliminary Approval Order also approved the proposed form of the Notice. The Court entered
17 the Preliminary Approval Order after review and consideration of the pleadings filed and the
18 representations and arguments made in connection therewith.

19 In compliance with the Preliminary Approval Order, on October 17, 2025, the Class
20 Notice was sent to all Class Members via first-class mail. Further, follow-up mailings were
21 performed for any returned mail. The notice program was timely completed on December 1,
22 2025.

23 This matter is now before the Honorable Lauri A. Damrell in Department 22 of the
24 Sacramento Superior Court, located at 720 9th Street, Sacramento, California, on Plaintiffs'
25 Motion for Final Approval of the Class and Representative Action Settlement ("Motion for Final
26 Approval"), including approval of a service award for each of the named Plaintiffs and Class
27 Counsel's attorneys' fees and costs. The Court has read, heard, and considered all papers and
28

documents submitted, all other matters filed in the litigation, and the representations and arguments made in connection with the Motion, which came on for hearing on January 9, 2026.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREESD AS FOLLOWS:

1. This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California *Code of Civil Procedure* section 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that the Plaintiffs have satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California *Code of Civil Procedure* section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or 'fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for fairly and efficiently adjudicating the controversy ... Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representatives, the Class Members, and Defendant.

3. The Court finds that the dissemination of the Notice of Proposed Class Action Settlement as provided for in the Order Granting Preliminary Approval constituted the best notice practicable under the circumstances to all Persons within the definition of the Class, and fully met the requirements of California law and due process under the United States Constitution. Based on evidence and other material submitted in conjunction with the Settlement Hearing, the actual notice to the class was adequate.

1 4. The Court approves the settlement of the above-captioned action, as set forth in the
2 Settlement, each of the releases and other terms, as fair, just, reasonable, and adequate as to the
3 Settling Parties and Settlement Class Members. The Parties are directed to perform in accordance
4 with the terms set forth in the Settlement, the Order Granting Preliminary Approval, and this
5 Final Approval Order and Judgment.

6 5. Except as otherwise provided in the Settlement, the Settling Parties are to bear their
7 own costs and attorneys' fees.

8 6. Solely for purposes of effectuating this Settlement, this Court has certified a class of
9 all Class Members, as those terms are defined in and by the terms of the Settlement, and the Court
10 deems this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771. The
11 Court hereby certifies the following Class for settlement purposes only:

12 All current and former non-exempt employees who are or were minors and were
13 employed by Defendant in the State of California at any time from August 10, 2019 through July
14 19, 2024.

15 7. The Court hereby confirms Jonathan M. Lebe, Brielle D. Edborg, and Tazeen Hussain
16 of Lebe Law, APLC, Paul K. Haines and Sean M. Blakely of Haines Law Group, APC, and
17 James R. Hawkins and Christina M. Lucio of James Hawkins APLC as Class Counsel.

18 8. The Court hereby confirms Plaintiff Paloma Scalise as Class Representative and
19 Plaintiffs Anna Cardoso and Demarco Evans as the named PAGA representatives in this Action.

20 9. The Court finds that no member of the Settlement Class objected to the Settlement,
21 that only one Class Member requested exclusion from the Settlement, and that the 99.99%
22 participation rate in the Settlement supports final approval.

23 10. With respect to the Settlement Class and for purposes of approving the Settlement
24 only and for no other purpose, this Court finds and concludes that: (a) the Members of the
25 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
26 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
27 community of interest among Settlement Class Members with respect to the subject matter of the
28 claims in the litigation; (c) the claims of the Class Representative are typical of the claims of the

1 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the
2 interests of the Settlement Class Members; (e) a class action is superior to other available
3 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
4 Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff Scalise in
5 her individual and representative capacities and for the Class Members.

6 11. The Court orders Defendant to deposit the Gross Settlement Amount with the
7 Settlement Administrator, ILYM Group, Inc., within thirty (30) days of the Effective Date, as
8 provided for in the Settlement.

9 12. The Court approves Service Awards of \$10,000.00 to Plaintiff Scalise and \$10,000.00
10 each to Plaintiffs Cardoso and Evans, which shall be distributed pursuant to the terms of the
11 Settlement Agreement.

12 13. Out of the total Gross Settlement Amount and through the Settlement Administrator,
13 the Court approves the following payments: (a) attorneys' fees to Class Counsel in the amount of
14 \$2,026,500.00 and litigation costs in the amount of \$29,094.97; (b) service awards to the Class
15 Representatives to recognize their unique services in the amounts of \$10,000.00 each for
16 Plaintiffs Scalise, Cardoso, and Evans; (c) the sum of \$1,485,652.50 to the Labor and Workforce
17 Development Agency for its share of penalties under the Labor Code's Private Attorneys General
18 Act; (d) the sum of \$495,217.50 for Aggrieved Employees' share of penalties under the Labor
19 Code's Private Attorneys General Act; and (e) \$82,950.00 to the Settlement Administrator, ILYM
20 Group, Inc., for its fees and costs relating to the settlement administration process. The allocation
21 of attorneys' fees awarded shall be as follows: 33.33% to Lebe Law, APLC; 33.33% to James
22 Hawkins APLC; and 33.33% to Haines Law Group, APC and Majarian Law Group, APC. The
23 Court finds that these amounts are fair and reasonable. The Settlement Administrator is directed
24 to make such payments in accordance with the terms of the Settlement and this Order.

25 14. In the event that the Effective Date occurs, the action captioned as *Scalise et al. v.*
26 *Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.*, Sacramento County Case No.
27 23CV006629, shall be resolved pursuant to the terms of the Settlement by entry of the Judgment.
28 Further, the Court finds and determines that in the event that the Effective Date occurs, all Class

Members are bound by the Settlement, have released their claims as set forth in the Settlement, and are permanently barred from prosecuting against Defendant any individual or class claims released pursuant to the Settlement. All Class Members are bound by the Settlement as to the claims under the Private Attorneys General Act, have released their claims under the PAGA against Defendant as set forth in the Settlement, and are permanently barred from prosecuting against Defendant any PAGA claims released pursuant to the Settlement.

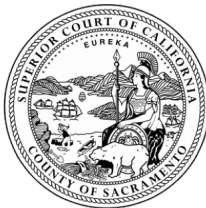
15. The Court reserves exclusive and continuing jurisdiction over the litigation, the Class Representatives, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement.

16. The Court sets a Settlement Compliance Hearing regarding compliance with all fund distribution requirements under the Settlement for January 8, 2027 at 10:30 a.m. in Dept. 22 of the above-entitled Court. A declaration from the Settlement Administrator regarding compliance and disbursement of settlement funds shall be filed with the Court no later than fifteen (15) days prior to this date.

17. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Order and the Judgment to all Class Members by posting the Order and the Judgment on the Settlement Administrator's website.

IT IS SO ORDERED.

Dated: 1/23/26



A handwritten signature in dark ink, appearing to read "Lauri A. Damrell".

Hon. Lauri A. Damrell
Judge of the California Superior Court