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Superior Court of California,  
County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Tarasyuk, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

ANNA CARDOSO, as an individual and on  
behalf of all other aggrieved employees,

Plaintiff,

vs.

CHIPOTLE SERVICES, LLC, a Colorado  
limited liability company; and DOES 1  
through 100,

Defendants.

Case No. 23STCV11524

**REPRESENTATIVE ACTION  
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698 *et seq.*)**

**UNLIMITED CIVIL CASE**

1 Plaintiff Anna Cardoso (“Plaintiff”), on behalf of herself and all other aggrieved  
2 employees, hereby brings this Representative Action Complaint against Defendant Chipotle  
3 Services, LLC, a Colorado limited liability company; and DOES 1 to 100, inclusive (collectively  
4 “Defendants”), and on information and belief alleges as follows:

### 5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings  
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*  
8 *seq.*

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

### 14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California  
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions  
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein  
18 Plaintiff was employed by Defendants within the County of Los Angeles.

### 19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.  
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the  
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,  
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one  
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the  
27 present, Defendants did (and do) business by operating the Chipotle Mexican Grill chain of  
28 restaurants, and employed Plaintiff and other similarly-situated hourly non-exempt employees

1 within the County of Los Angeles and, therefore, were (and are) doing business in the County of  
2 Los Angeles and the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
4 herein, Defendants were licensed to do business in California and the County of Los Angeles, and  
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 18).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,  
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said  
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
9 amend this Representative Action Complaint when such true names and capacities are  
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious  
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the  
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved  
13 Employees (as defined in Paragraph 18) to be subject to the unlawful employment practices,  
14 wrongs, injuries, and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as  
17 defined in Paragraph 18).

18 9. At all times herein mentioned, each of said Defendants participated in the doing  
19 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the  
20 Defendants, and each of them, were the agents, servants, and employees of each and every one  
21 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned  
22 were acting within the course and scope of said agency and employment. Defendants, and each  
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or  
24 omissions complained of herein.

25 10. At all times mentioned herein, Defendants, and each of them, were members of  
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 18).

**REPRESENTATIVE ACTION ALLEGATIONS**

11. Defendant employed Plaintiff in the non-exempt job position of “Crew” (or similarly titled position) until approximately November 11, 2022.

12. During Plaintiff’s employment with Defendant, Defendant failed to adequately reimburse Plaintiff and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones for using Workforce application. Specifically, Defendant required Plaintiff and other aggrieved employees to use the Workforce application for various purposes, such as checking their hours and/or schedules, requesting sick days, and checking/requesting vacation time. Despite requiring Plaintiff and other aggrieved employees to use their personal cellular phones for work-related purposes, Defendant did not reimburse Plaintiff and other aggrieved employees for their cellular phone expenses.

13. Upon information and belief, Defendant has failed to compensate Plaintiff and other aggrieved employees for all required reporting time pay. For example, Plaintiff was required to complete and sign various documents, such as acknowledgements regarding Covid-19 protocols, Dispute Resolution Policy, Handwashing Policy, and Attendance Policy, while off the clock. When this happened to Plaintiff or to other aggrieved employees, upon information and belief, Defendant did not compensate Plaintiff or other aggrieved employees for at least two hours of work and/or half of their usually scheduled hours at their regular rate of pay. For instance, on October 28, 2022, Plaintiff reviewed and signed various documents without compensation. Despite requiring Plaintiff to review and signed the various documents, Defendant only paid Plaintiff an additional 0.033 hours (2-minutes). Plaintiff alleges that this policy and practice is in violation of the reporting time pay requirements under California law, including Wage Order 5, § 5, and as a result, Defendant has failed to pay Plaintiff and other aggrieved employees for all required reporting time pay.

14. During Plaintiff’s employment with Defendant, Defendant also failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to

1 Defendant's meal period policies/practices, which have resulted in late (commencing after the  
2 fifth hour of work) and short (less than 30 minutes) meal periods. In addition, Defendant failed  
3 to provide Plaintiff and other aggrieved employees with second meal periods on shifts over 10.0  
4 hours. On those occasions when Plaintiff and other aggrieved employees were not provided with  
5 all legally required meal periods to which they were entitled, Defendant did not always  
6 compensate Plaintiff and other aggrieved employees with the required meal period premium for  
7 each workday in which they experienced a meal period violation as mandated by Labor Code §  
8 226.7.

9       15. Plaintiff and other aggrieved employees were not authorized and permitted to take  
10 all legally compliant rest periods due to Defendant's rest period policies/practices, which fail to  
11 authorize and permit an off-duty rest period for every four hours worked, or major fraction  
12 thereof. Specifically, due to work demands imposed by Defendant, Plaintiff and other aggrieved  
13 employees were regularly prevented from being relieved of all work duties during required rest  
14 periods. Moreover, Plaintiff and other aggrieved employees were not authorized and permitted  
15 to take a third rest period on shifts in excess of 10.0 hours due to Defendant's rest period  
16 policies/practices, which fail to authorize and permit aggrieved employees to take a third rest  
17 period on occasions when they worked over 10.0 hours in a workday. On the occasions when  
18 Plaintiff and other aggrieved employees were not provided with all legally compliant rest periods  
19 to which they were entitled, Defendant failed to compensate Plaintiff and other aggrieved  
20 employees with the required rest period premium for each workday in which they experienced a  
21 rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during  
22 at least a portion of the relevant time period, Defendant maintained no payroll code or other  
23 mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the  
24 event a legally compliant rest period was not provided to their aggrieved employees.

25       16. As a result of Defendant's failure to compensate Plaintiff and other aggrieved  
26 employees for all meal and rest period premium wages earned, Defendant maintained inaccurate  
27 payroll records and failed to issue accurate, compliant, itemized wage statements.

28       17. As a further result of Defendant's failure to pay required meal and rest period

premium wages, Defendant failed to pay all wages to Plaintiff and other formerly employed aggrieved employees at the separation of their employment.

18. Based on the foregoing, Plaintiff seeks to represent herself and other aggrieved employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code violations discussed herein.

**FIRST CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
**(AGAINST ALL DEFENDANTS)**

19. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

20. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to reimburse Plaintiff and other aggrieved employees for all necessary work expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- b. Failing to pay all reporting time pay owed to Plaintiff and aggrieved employees in violation of Labor Code §§ 1198 and 1199;

- 1 c. Failing to provide meal periods as required by law and failing to pay meal period  
2 premiums to Plaintiff and other aggrieved employees at these employees’  
3 respective regular rates of compensation for all meal period violations in violation  
4 of Labor Code §§ 226.7, 512, 558, and 1198;
- 5 d. Failing to authorize and permit Plaintiff and other aggrieved employees all  
6 required rest periods and failing to pay rest period premiums to Plaintiff and other  
7 aggrieved employees at these employees’ respective regular rates of compensation  
8 for rest period violations in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 9 e. Failing to furnish Plaintiff and other aggrieved employees with accurate and  
10 compliant itemized wage statements in violation of Labor Code § 226; and
- 11 f. Failing to pay Plaintiff and other aggrieved employees all final wages in violation  
12 of Labor Code §§ 201-203.

13 21. On or about March 15, 2023, Plaintiff notified Defendant Chipotle Services, LLC,  
14 via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via  
15 its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring  
16 a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations  
17 of the California Labor Code identified in Paragraph 20 (a)-(f). Now that sixty-five days have  
18 passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her  
19 administrative requirements for bringing a claim under the Private Attorneys General Act with  
20 respect to these violations.

21 22. Plaintiff was compelled to retain the services of counsel to file this court action  
22 to protect her interests and the interests of other aggrieved employees, and to assess and collect  
23 the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs,  
24 which she is entitled to receive under California Labor Code § 2699.

25 **PRAYER**

26 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf  
27 this suit is brought against Defendants, jointly and severally, as follows:

- 28 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved

employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 20 (a)-(f);

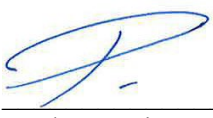
2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: May 22, 2023

Respectfully submitted,  
HAINES LAW GROUP, APC

By:

  
\_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff