

Jonathan M. Lebe (State Bar No. 284605)

Jon@lebelaw.com

Brielle D. Edborg (State Bar No. 347579)

Brielle@lebelaw.com

Lebe Law, APLC

3900 W. Alameda Street, 15th Floor

Burbank, CA 91505

Telephone: (213) 444-1973

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

[Additional counsel on following page]

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,

vs.

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

Defendants.

Case No. 23CV006629

Hon. Lauri A. Damrell

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFFS' SUPPLEMENTAL
BRIEFING**

Date: September 5, 2025

Time: 10:30 a.m.

Dept.: 22

Action Filed: August 10, 2023

Trial Date: None Set

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff ANNA CARDOSO,
on behalf of herself and all others similarly situated

James R. Hawkins (SBN 192925)
James@Jameshawkinsaplc.com
Christina M. Lucio (SBN 253677)
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

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner of Haines Law Group, APC, and counsel for the named Plaintiff
3 Anna Cardoso and the proposed Settlement Class in the above-captioned matter. I am a member
4 in good standing of the bar of the State of California and am admitted to practice in this Court. I
5 have personal knowledge of the facts stated in this declaration and could testify competently to
6 them if called upon to do so.

7 2. This declaration is submitted in support of Plaintiffs' Motion for Preliminary
8 Approval of Class Action Settlement. On August 21, 2025, the Court issued a Tentative Ruling
9 regarding Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. On August
10 22, 2025, the Parties appeared at the hearing on Plaintiffs' Motion for Preliminary Approval of
11 Class Action Settlement to discuss the Court's Tentative Ruling. Specifically, the Parties
12 discussed the release for Settlement Class members.

13 3. Following the August 22, 2025 hearing, the Parties revised the release language in
14 the Settlement Agreement to address the Court's concerns. Attached hereto as **Exhibit A** is a true
15 and correct copy of the fully-executed amended Stipulation of Settlement. Attached hereto as
16 **Exhibit B** is a redline version of the amended Stipulation of Settlement reflecting all changes.

17 4. The Parties also revised the Class Notice in accordance with the Court's Tentative
18 Ruling. Specifically, the release language in the Class Notice was revised in accordance with the
19 amended Stipulation of Settlement. The Parties also removed the "(for a fee)" parenthetical on
20 page 7 of the Class Notice in accordance with the Court's Tentative Ruling. Attached hereto as
21 **Exhibit C** is a true and correct copy of the revised Class Notice. Attached hereto as **Exhibit D**
22 is a redline version of the Class Notice reflecting all changes.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed on September 3, 2025, at El Segundo, California.

25 

26 Sean M. Blakely

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Demarco Evans, Anna Cardoso and Paloma Scalise (“Plaintiffs”), on one hand, and Defendant Chipotle Services, LLC (hereinafter “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC; Jonathan M. Lebe and Brielle D. Edborg of Lebe Law, APLC; and James Hawkins and Christina Lucio of James Hawkins APLC (collectively “Class Counsel”). Defendant is represented by Steve L. Hernández of DLA Piper LLP (US).

This settlement seeks to resolve three different wage and hour class and representative PAGA actions filed in the State of California. On April 12, 2022, Plaintiffs Demarco Evans and Hope Lopez filed a PAGA-only representative action against Defendant in the Orange County Superior Court, in the matter entitled, *Demarco Evans, et al. v. Chipotle Services, LLC*, Case No. 30-2022-01254511-CU-OE-CXC (“*Evans Action*”). Ms. Lopez dismissed her claims. The *Evans* action is a PAGA-only representative action alleging a single cause of action for civil penalties under the PAGA for the following alleged violations: (1) failure to pay minimum wages; (2) failure to pay overtime owed; (3) failure to pay all wages owed during employment; (4) failure to reimburse necessary expenses; (5) failure to pay reporting time pay; (6) knowing and intentional failure to comply with itemized wage statement provisions; (7) failure to provide suitable seats; and (8) failure to keep accurate records. Mr. Evans filed an arbitration with JAMS Case No. 520000871 to assert individual wage and hour claims, hostile work environment, retaliation and wrongful termination claims.

On May 22, 2023, Plaintiff Anna Cardoso filed a PAGA-only representative action against Defendant in the Los Angeles Superior Court, in the matter entitled, *Anna Cardoso v. Chipotle Services, LLC*, Case No. 23STCV11524 (“*Cardoso Action*”). The *Cardoso* Action is a PAGA-only representative action alleging a single cause of action for civil penalties under the PAGA for alleged violations of: (1) unreimbursed cell phone expenses; (2) uncompensated reporting time pay; (3) meal period violations; and (4) rest period violations.

On August 10, 2023, Plaintiff Paloma Scalise filed a putative class action against Defendant in Sacramento Superior Court in the matter entitled, *Paloma Scalise v. Chipotle Services, LLC*, Case No. 23CV006629 (“*Scalise Action*”). The *Scalise* Action is a class and representative action brought on behalf of a class of similarly situated minor employees alleging ten causes of action 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.*

The *Evans* Action, *Cardoso* Action and *Scalise* Action shall be referred to collectively as the “Action.” As part of the Settlement, the Parties agree and stipulate to the filing of an amended consolidated complaint in the *Scalise* Action which adds all named Plaintiffs and all legal and factual allegations alleged in the Action. The Parties agree to seek settlement approval in the *Scalise* Action.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff Scalise and Defendant agree as follows:

1. **Settlement Class and Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiff Scalise and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who are or were minors and were employed by Defendant in the State of California at any time from August 10, 2019 through July 19, 2024 (the “Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “Aggrieved Employees” shall be defined as:

All current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (the “PAGA Period”).

Plaintiffs Cardoso and Evans will seek to be named as representatives of the of Aggrieved Employees, but are not Settlement Class Members.

2. **Release by Settlement Class Members.** Plaintiff Scalise and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. **Release by Settlement Class Members:** Upon the Effective Date and the complete funding of the Gross Settlement Amount, all Settlement Class members who do not submit a timely and valid Request for Exclusion, will release all claims, demands, rights, liabilities and causes of action that were pled or which could have been alleged based on the facts alleged or reasonably related to the facts alleged in the Action that arose during the Class Period including claims for: (a) failure to pay all minimum wages; (b) failure to pay all wages owed during employment; (c) failure to pay all overtime wages; (d) failure to provide meal periods as required by law; (e) failure to authorize rest periods as required by law; (f) failure to provide accurate, itemized wage statements; (g) failure to pay reporting time pay; (h) failure to reimburse all business expenses; (i) failure to provide suitable seats; (j) failure to keep accurate records; and (k) all claims for unfair

business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “ Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

- B. **Release of PAGA Claims:** In addition, all Aggrieved Employees shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in each of three Plaintiffs’ separate Notification Letters to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- C. **General Release by Plaintiffs.** As a condition of receiving the Service Award, and upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiffs Cardoso, Scalise, and Evans have agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers’ compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Specifically excluded from Plaintiffs’ Released Claims are any claims that cannot be released as a matter of law, such as claims for workers’ compensation benefits or unemployment benefits. No workers’ compensation claims are being resolved under this Settlement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Six Million Seven Hundred Fifty-Five Thousand Dollars and Zero Cents (\$6,755,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the “Settlement Administrator” to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the “Effective Date” (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there

are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.

- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) The Net Settlement Amount, which is all payments (including interest) to the Settlement Class, currently anticipated to be Two Million Two Hundred Eighty-Seven Thousand Four Hundred Sixty-Three Dollars and Thirty-Three Cents (\$2,287,463.33), subject to adjustment based on final settlement administration and attorneys' costs;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than One Hundred Thousand Dollars and Zero Cents (\$100,000.00);
 - (3) Up to Fifteen Thousand dollars (\$15,000.00) to Plaintiff Scalise, and up to Ten Thousand dollars (\$10,000.00) each to Plaintiffs Cardoso and Evans, for a total of Thirty-Five Thousand Dollars (\$35,000.00) for Plaintiffs' combined Service Awards, in recognition of their contributions to the lawsuits and their service to the Settlement Class and Aggrieved Employees. Even in the event that the Court reduces or does not approve the requested Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67), plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than One Hundred Thousand Dollars and Zero Cents (\$100,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) One Million Nine Hundred Eighty Thousand Eight Hundred Seventy Dollars and Zero Cents (\$1,980,870.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code section 2699(i), seventy-five percent (75%) of such penalties, or One Million Four Hundred Eighty-Five Thousand Six Hundred Fifty-Two Dollars and Fifty Cents

(\$1,485,652.50) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Four Hundred Ninety-Five Thousand Two Hundred Seventeen Dollars and Fifty Cents (\$495,217.50), will be payable to Aggrieved Employees as the "PAGA Amount," which PAGA Amount will be distributed as described below.

- D. **Escalator Clause**. The Gross Settlement amount is based on Defendant's representations that there were approximately 830,230 aggregate pay periods worked by the Settlement Class during the Class Period and the PAGA Aggrieved Employees during the PAGA Period. If, at the time of preliminary approval, the number of pay periods has increased by 10% or more (i.e., if there are 913,253 or more pay periods), Defendant agrees to either: (1) increase the Gross Settlement Amount on a proportional basis for every percent above the 10% threshold (i.e., if there was 18% increase in the number of aggregate pay periods, Defendant would agree to increase the Gross Settlement Amount by 8%.); or (2) that the Class Period and PAGA Period will end on the date on which the aggregate pay period count reaches 913,253.
- E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
4. **Payments to the Settlement Class**. Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Service Awards, the Settlement Administrator's fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
- i. Payments to all participating Settlement Class members: the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate pay periods worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of pay periods worked during the Class Period, and the denominator of which is the total pay periods worked by all participating Settlement Class members during the Class Period.

- ii. PAGA Amount: the PAGA Amount will be allocated as follows: Each Aggrieved Employee who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
 - D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any payment from the NSA shall be allocated as two-thirds (2/3) as penalties and interest; and one-third (1/3) as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member and Aggrieved Employees above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
 - E. Each member of the Settlement Class or Aggrieved Employee who receives a Settlement Award or Individual PAGA Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members or Aggrieved Employees whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the

Settlement Class member or Aggrieved Employee to whom the check was issued, until such time that they claim their property.

- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsels' request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Service Awards.** Defendant will not object to a request for Service Awards of up to Fifteen-Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Scalise, and up to Ten Thousand Dollars each to Plaintiff Evans and Cardoso, for a total of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), for their time and risk in prosecuting this case, and their service to the Settlement Class and Aggrieved Employees. These awards will be in addition to Plaintiffs' respective Individual Settlement Awards as Settlement Class members and/or Aggrieved Employees, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Awards, Plaintiffs each shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiffs' request to the Court to pay up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and Individual PAGA Payments and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, performing skip traces on returned notices, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff Scalise shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC; Jonathan M. Lebe and Brielle D. Edborg of Lebe Law, APLC; and James Hawkins of James Hawkins APLC as Class Counsel;
- C. Appointing Plaintiff Paloma Scalise as Class Representative for the Settlement Class;
- D. Appointing Plaintiffs Evan and Cardoso as representatives of the Aggrieved Employees;
- E. Approving ILYM Group, Inc. as Settlement Administrator;
- F. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- G. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, drafts of which are attached hereto as **Exhibits A and B**, respectively), and directing the mailing of same; and
- H. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member and Aggrieved Employee while employed during the Class Period and PAGA Period (the “Class/PAGA Data”). The Class/PAGA Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members and Aggrieved Employees; (ii) update the address of any Settlement Class member and Aggrieved Employee for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or

at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline"). Aggrieved Employees who are not Settlement Class members may not request exclusion from the Settlement.

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and

Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement Class who request exclusion *may not* object to the Settlement. Aggrieved Employees who are not Settlement Class members may not object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of their estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member or Aggrieved Employee and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address

identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

- G. Explanatory Letter and Individual PAGA Payments to Aggrieved Employees. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will circulate to counsel for all Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit C**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.
- i. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff Scalise shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Approving Plaintiffs' and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Awards, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code section 408 and California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code section 408 and the California Evidence Code section 1152.

12. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Steve L. Hernández, DLA Piper LLP (US), 2000 Avenue of the Stars,
Suite 400, North Tower, Los Angeles, California 90067,
steve.hernandez@us.dlapiper.com

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; Jonathan M. Lebe, Lebe Law, APLC, 777 S. Alameda Street, Second Floor, Los Angeles, California 90021, jon@lebelaw.com; Christina Lucio, James Hawkins APLC, 9880 Research Drive, Irvine, California 92618, christina@jameshawkinsapl.com

15. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** The Parties agree that the Sacramento County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Dated: 8/28/2025

Signed by:

201500949EF2453...
Plaintiff Demarco Evans

Dated:

Plaintiff Anna Cardoso

Dated:

Plaintiff Paloma Scalise

Dated:

Defendant Chipotle Services, LLC
By its: _____

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; Jonathan M. Lebe, Lebe Law, APLC, 777 S. Alameda Street, Second Floor, Los Angeles, California 90021, jon@lebelaw.com; Christina Lucio, James Hawkins APLC, 9880 Research Drive, Irvine, California 92618, christina@jameshawkinsaplc.com

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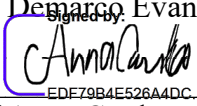
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Dated:

Plaintiff Demarco Evans

Dated: 8/28/2025


EDF79B4E526A4DC...
Plaintiff Anna Cardoso

Dated:

Plaintiff Paloma Scalise

Dated:

Defendant Chipotle Services, LLC
By its: _____

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; Jonathan M. Lebe, Lebe Law, APLC, 777 S. Alameda Street, Second Floor, Los Angeles, California 90021, jon@lebelaw.com; Christina Lucio, James Hawkins APLC, 9880 Research Drive, Irvine, California 92618, christina@jameshawkinsaplc.com

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Dated:

Plaintiff Demarco Evans

Dated:

Plaintiff Anna Cardoso

Dated: Aug 28, 2025



Plaintiff Paloma Scalise

Dated:

Defendant Chipotle Services, LLC
By its: _____

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; Jonathan M. Lebe, Lebe Law, APLC, 777 S. Alameda Street, Second Floor, Los Angeles, California 90021, jon@lebelaw.com; Christina Lucio, James Hawkins APLC, 9880 Research Drive, Irvine, California 92618, christina@jameshawkinsaplc.com

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Dated:

Plaintiff Demarco Evans

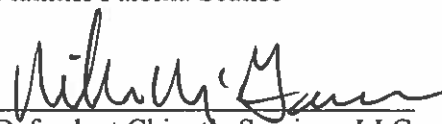
Dated:

Plaintiff Anna Cardoso

Dated:

Plaintiff Paloma Scalise

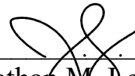
Dated: 9/2/2025



Defendant Chipotle Services, LLC
By its: DEPUTY GENERAL COUNSEL - OPERATIONS

Dated: August 28, 2025

LEBE LAW, APLC



Jonathan M. Lebe
Attorneys for Plaintiffs

Dated:

HAINES LAW GROUP, APC

Paul K. Haines
Attorneys for Plaintiffs

Dated:

JAMES HAWKINS APLC

Christina Lucio
Attorneys for Plaintiffs

Dated:

DLA PIPER LLP (US)

Steve L. Hernández
Attorneys for Defendant

Dated:

LEBE LAW, APLC

Jonathan M. Lebe
Attorneys for Plaintiffs

Dated: September 3, 2025

HAINES LAW GROUP, APC



Paul K. Haines
Attorneys for Plaintiffs

Dated:

JAMES HAWKINS APLC

Christina Lucio
Attorneys for Plaintiffs

Dated:

DLA PIPER LLP (US)

Steve L. Hernández
Attorneys for Defendant

Dated:

LEBE LAW, APLC

Jonathan M. Lebe
Attorneys for Plaintiffs

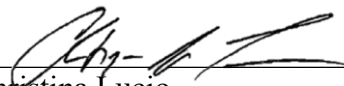
Dated:

HAINES LAW GROUP, APC

Paul K. Haines
Attorneys for Plaintiffs

Dated: 08/28/2025

JAMES HAWKINS APLC



Christina Lucio
Attorneys for Plaintiffs

Dated:

DLA PIPER LLP (US)

Steve L. Hernández
Attorneys for Defendant

Dated:

LEBE LAW, APLC

Jonathan M. Lebe
Attorneys for Plaintiffs

Dated:

HAINES LAW GROUP, APC

Paul K. Haines
Attorneys for Plaintiffs

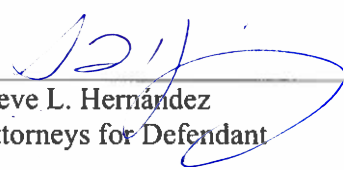
Dated:

JAMES HAWKINS APLC

Christina Lucio
Attorneys for Plaintiffs

Dated: 9/2/2025

DLA PIPER LLP (US)



Steve L. Hernández
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.
(Sacramento County Superior Court, Case No. 23CV006629)

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

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

BASIC INFORMATION

1. What Is This Settlement About?

On April 12, 2022, a lawsuit was commenced by Demarco Evans (“Plaintiff Evans”), a former employee of Defendant Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc. (“Defendant”), in Orange County Superior Court, Case No. 30-2022-01254511-CU-OE-CXC. On May 22, 2023, another lawsuit was commenced by Plaintiff Anna Cardoso (“Plaintiff Cardoso”) in Los Angeles County Superior Court, Case No. 23STCV11524. On August 10, 2023, a third lawsuit was commenced by Plaintiff Paloma Scalise (“Plaintiff Scalise”) in Sacramento County Superior Court, Case No. 23CV006629 (the “Lawsuit”). On March 25, 2025, as part of the Settlement, Plaintiffs filed a Second Amended Complaint (“SAC”) in the Lawsuit, consolidating the claims from all three actions.

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Plaintiffs allege that Defendant failed to pay all minimum and overtime wages earned, failed to provide compliant meal and rest periods, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed upon separation of employment, failed to reimburse employees for necessary business expenses, failed to pay all reporting time pay, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). The Lawsuit alleges that Defendant violated the California Labor Code, and the California Business and Professions Code, entitling Settlement Class members to damages, penalties, and restitution. **Defendant denies all alleged violations and denies that it owes Settlement Class members any damages, penalties, and/or remedies.** The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (Paloma Scalise) sue on behalf of people who appear to have similar claims. All these people are referred to in this Notice as Settlement Class members. In a class action, the court resolves the issues for all Settlement Class members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court (“Court”) oversees this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement (“Agreement” or “Settlement”). On [date of preliminary approval],

the Court granted preliminary approval of the Settlement, appointed Plaintiff Scalise as the Class Representative, and appointed their attorneys at Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement and are a Settlement Class member if you are or were a minor and were employed by Defendant in the State of California at any time from August 10, 2019 through July 19, 2024 (“Class Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Six Million Seven Hundred Fifty-Five Thousand Dollars (\$6,755,000) (“Gross Settlement Amount”). This includes all payments to Settlement Class members, costs and attorneys’ fees for Class Counsel, settlement administration costs, and the service awards to the Plaintiffs.

The “Net Settlement Amount” is the amount available for distribution to Settlement Class members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees and Expenses to Class Counsel.** Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67). Class Counsel will also ask for reimbursement of up to \$100,000.00 for verified litigation costs Class Counsel incurred in connection with the Lawsuit;
- B. **Service Awards to the Class Representatives.** Plaintiffs will ask the Court to approve Service Awards in an amount not to exceed Fifteen Thousand Dollars (\$15,000) for Plaintiff Scalise and Ten Thousand Dollars (\$10,000) each for Plaintiff Cardoso and Plaintiff Evans for a total of Thirty-Five Thousand Dollars (\$35,000), for their service to the Settlement Class members;
- C. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Plaintiffs will ask the Court to approve administration costs in an amount not to exceed One Hundred Thousand Dollars (\$100,000); and
- D. **PAGA Payment.** The Parties have allocated One Million Nine Hundred Eighty Thousand Eight Hundred Seventy Dollars (\$1,980,870) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$1,485,652.50) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$495,217.50) will be distributed to all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (“PAGA Period”). These employees are referred to as the “Aggrieved Employees.”

The amount you are eligible to receive from the Settlement, your “Individual Settlement Award” will be determined on a *pro rata* basis, based on the number of pay periods you worked in California between August 10, 2019 through July 19, 2024.

Your Individual Settlement Award will be apportioned as one-third (33.33%) wages and two-thirds (66.66%) will be apportioned as interest and penalties. The wage portion of the Individual Settlement Award will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Employee payroll taxes on the wage portion of Individual Settlement Awards shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Settlement Class member’s settlement payment shall be reported on an IRS Form 1099. Settlement Class members are responsible for the proper income tax treatment of their Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of pay periods you worked during the Class Period as stated in the accompanying Notice of Estimated Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated below.

Your Individual Settlement Award is based on the number of pay periods you worked during the Class Period. The information contained in Defendant’s records regarding the number of pay periods you worked during the Class Period, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Individual Settlement Award. If you disagree with the information in your Notice of Estimated Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards. The Settlement Administrator’s determination of the eligibility for and amount of any Individual Settlement Award will be binding on the Settlement Class member and the Parties.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of the Settlement Class member.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the Effective Date and the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Settlement Class members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Class Released Claims” that arose during the “Class Period.”

The “Released Parties” include Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representative, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

The “Class Released Claims” means all claims, demands, rights, liabilities and causes of action that were pled or which could have been alleged based on the facts alleged or reasonably related to the facts alleged in the Action that arose during the Class Period including claims for: (a) failure to pay all minimum wages; (b) failure to pay all wages owed during employment; (c) failure to pay all overtime wages; (d) failure to provide meal periods as required by law; (e) failure to authorize rest periods as required by law; (f) failure to provide accurate, itemized wage statements; (g) failure to pay reporting time pay; (h) failure to reimburse all business expenses; (i) failure to provide suitable seats; (j) failure to keep accurate records; and (k) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. The period of the Class Released Claims shall extend to the limits of the Class Period.

The “Class Period” during which the release of Class Released Claims pertains is from August 10, 2019 through July 19, 2024.

In addition, all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (the “PAGA Period”) are referred to as the Aggrieved Employees, and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in each of three Plaintiffs’ separate Notification Letters to the Labor and Workforce Development Agency (“LWDA”), even if they submit a timely and valid Request for Exclusion from the Class Action Settlement (“the PAGA Released Claims”).

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the class action settlement and/or want to keep the right to sue or continue to sue Defendant with respect to the Class Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit a “Request for Exclusion” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Aggrieved Employees who worked for Defendant during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA penalties. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Amount because the Request for Exclusion does not apply to the PAGA claim.

To exclude yourself from the release of Class Released Claims you must submit a written request for exclusion letter or card postmarked by the **RESPONSE DEADLINE**. Your Request for Exclusion must include your name, address, signature, and the last four digits of your social security number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.* I understand that by excluding myself I will not receive money from the class portion of the Settlement.”

Your Request for Exclusion must be mailed, faxed or emailed to the Settlement Administrator at the address listed below, post-marked by **[Response Deadline]**. **You cannot exclude yourself by phone.**

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Class Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

If you do not submit a written request for exclusion but do not cash the settlement check that you receive, you **will not be** excluded from the release of Class Released Claims. You must submit a written request for exclusion if you wish to be excluded from the release of Class Released Claims.

9. If I Don’t Exclude Myself, Can I Sue Defendants For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Class Released Claims. If you have a pending lawsuit involving the Class Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between December 2, 2021 through July 19, 2024, you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as Class Counsel. The firms’ contact information are as follows:

LEBE LAW, APLC
Jonathan M. Lebe
Brielle D. Edborg
Jon@lebelaw.com
Brielle@lebelaw.com
3900 W Alameda Avenue, Fifteenth Floor
Burbank, CA 91505
Telephone: (213) 444-1973

HAINES LAW GROUP, APC
Paul K. Haines
Sean M. Blakely
phaines@haineslawgroup.com
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Settlement Class member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you can either mail your objection to the Settlement Administrator no later than [Response Deadline], or you may orally voice your objections at the Court's Final Approval Hearing. Your written objection should include (i) your full name, current address, as well as contact information for any attorney representing you; (ii) include all objections and the factual and legal bases for the objections (iii) include any and all supporting papers, briefs, written evidence, declarations and/or other evidence; and (iv) be postmarked by the [Response Deadline]. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection. Plaintiffs and Defendant will be permitted to respond in writing to any such written Objections.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing on [REDACTED] at 9:00 a.m. at the Sacramento County Superior Court located at 720 Ninth Street, Sacramento, CA 95814 in Department 22.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You can attend the Final Approval Hearing on [REDACTED] at 9:00 a.m. in person or remotely by joining the Department 22 zoom link or phone number listed below:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [REDACTED]. The Settlement Administrator's website will also contain important information about the case, including if the Final Approval Hearing is rescheduled.

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Class Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Class Released Claims, ever again. Your Individual Settlement Award will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by viewing the Settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. You may also review the documents that have been filed in this matter with the Court on the Court's website: <https://www.saccourt.ca.gov/civil/file-status.aspx>.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT AWARD

Paloma Scalise, et al. v. Chipotle Services, LLC, DBA Chipotle Mexican Grill, Inc.
SACRAMENTO COUNTY SUPERIOR COURT CASE NO. 23CV006629

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Defendant Chipotle Services, LLC's ("Chipotle") records:

- (a) you worked _____ pay periods as a minor for Chipotle in the State of California between August 10, 2019 and July 19, 2024.

Based on the above, your Individual Settlement Award is estimated at \$ _____.

(IV) If you disagree with item (a) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Chipotle's records, Chipotle's records will control unless you are able to provide documentation that establishes otherwise and that Chipotle's records are mistaken. If there is a dispute about whether Chipotle's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Settlement Administrator as described in the "Notice of Proposed Class Action Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT C

Re: *Paloma Scalise, et al. v. Chipotle Services, LLC*
Superior Court of California Sacramento County; Case No. 23CV006629

Date: [REDACTED]/[REDACTED]/2025

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Paloma Scalise, et al. v. Chipotle Services, LLC*, Sacramento Superior Court, Case No. 23CV006629, pending in the Superior Court of the State of California for the County of Sacramento (the “Action”).

The Action was filed against Chipotle Services, LLC (“Chipotle”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiffs Paloma Scalise, Demarco Evans and Anna Cardoso (“Plaintiffs”), former employees of Chipotle, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that Chipotle violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, failing to reimburse employees for necessary business expenditures, failing to pay all reporting time wages, failing to pay all wages to separated employees, and failing to provide employees with accurate, itemized wage statements. Chipotle disputes all of Plaintiffs’ allegations and denies that it engaged in any of the alleged misconduct. The parties have reached a settlement of Plaintiffs’ representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of the civil penalty settlement amount goes to employees of Chipotle who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, **Chipotle does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Plaintiffs’ contentions.** The Court has not decided the merits of Plaintiffs’ claims or Chipotle’s defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller’s Office Unclaimed Property Division in your name. If you are still employed by Chipotle, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims for civil penalties under PAGA arising during the time period from December 2, 2021 through July 19, 2024 (the “PAGA Period”) as disclosed in each of the three Plaintiffs’ separate Notification Letters to the LWDA.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

EXHIBIT B

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Demarco Evans, Anna Cardoso and Paloma Scalise (“Plaintiffs”), on one hand, and Defendant Chipotle Services, LLC (hereinafter “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC; Jonathan M. Lebe and Zachary T. Gershman of Lebe Law, APLC; and James Hawkins and Christina Lucio of James Hawkins APLC (collectively “Class Counsel”). Defendant is represented by Steve L. Hernández of DLA Piper LLP (US).

This settlement seeks to resolve three different wage and hour class and representative PAGA actions filed in the State of California. On April 12, 2022, Plaintiffs Demarco Evans and Hope Lopez filed a PAGA-only representative action against Defendant in the Orange County Superior Court, in the matter entitled, *Demarco Evans, et al. v. Chipotle Services, LLC*, Case No. 30-2022-01254511-CU-OE-CXC (“*Evans Action*”). Ms. Lopez dismissed her claims. The *Evans* action is a PAGA-only representative action alleging a single cause of action for civil penalties under the PAGA for the following alleged violations: (1) failure to pay minimum wages; (2) failure to pay overtime owed; (3) failure to pay all wages owed during employment; (4) failure to reimburse necessary expenses; (5) failure to pay reporting time pay; (6) knowing and intentional failure to comply with itemized wage statement provisions; (7) failure to provide suitable seats; and (8) failure to keep accurate records. Mr. Evans filed an arbitration with JAMS Case No. 520000871 to assert individual wage and hour claims, hostile work environment, retaliation and wrongful termination claims.

On May 22, 2023, Plaintiff Anna Cardoso filed a PAGA-only representative action against Defendant in the Los Angeles Superior Court, in the matter entitled, *Anna Cardoso v. Chipotle Services, LLC*, Case No. 23STCV11524 (“*Cardoso Action*”). The *Cardoso* Action is a PAGA-only representative action alleging a single cause of action for civil penalties under the PAGA for alleged violations of: (1) unreimbursed cell phone expenses; (2) uncompensated reporting time pay; (3) meal period violations; and (4) rest period violations.

On August 10, 2023, Plaintiff Paloma Scalise filed a putative class action against Defendant in Sacramento Superior Court in the matter entitled, *Paloma Scalise v. Chipotle Services, LLC*, Case No. 23CV006629 (“*Scalise Action*”). The *Scalise* Action is a class and representative action brought on behalf of a class of similarly situated minor employees alleging ten causes of action 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.

The *Evans* Action, *Cardoso* Action and *Scalise* Action shall be referred to collectively as the “Action.” As part of the Settlement, the Parties agree and stipulate to the filing of an amended consolidated complaint in the *Scalise* Action which adds all named Plaintiffs and all legal and factual allegations alleged in the Action. The Parties agree to seek settlement approval in the *Scalise* Action.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff Scalise and Defendant agree as follows:

1. **Settlement Class and Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiff Scalise and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who are or were minors and were employed by Defendant in the State of California at any time from August 10, 2019 through July 19, 2024 (the “Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “Aggrieved Employees” shall be defined as:

All current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (the “PAGA Period”).

Plaintiffs Cardoso and Evans will seek to be named as representatives of the of Aggrieved Employees, but are not Settlement Class Members.

2. **Release by Settlement Class Members.** Plaintiff Scalise and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. **Release by Settlement Class Members:** Upon the Effective Date and the complete funding of the Gross Settlement Amount, all Settlement Class members who do not submit a timely and valid Request for Exclusion, will release all claims, demands, rights, liabilities and causes of action that were pled or which could have been alleged ~~based on the facts alleged or, or that are~~ reasonably related to the facts ~~and claims~~ alleged in the Action that arose during the Class Period including claims for: (a) failure to pay all minimum wages; (b) failure to pay all wages owed during employment; (c) failure to pay all overtime wages; (d) failure to provide meal periods as required by law; (e) failure to authorize rest periods as required by law; (f) failure to provide accurate, itemized wage statements; (g) failure to pay reporting time pay; (h) failure to reimburse all business expenses; (i) failure to provide suitable seats; (j) failure to keep accurate records; and (k) all claims for

unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “ Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

- B. **Release of PAGA Claims:** In addition, all Aggrieved Employees shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in each of three Plaintiffs’ separate Notification Letters to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- C. **General Release by Plaintiffs.** As a condition of receiving the Service Award, and upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiffs Cardoso, Scalise, and Evans have agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers’ compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Specifically excluded from Plaintiffs’ Released Claims are any claims that cannot be released as a matter of law, such as claims for workers’ compensation benefits or unemployment benefits. No workers’ compensation claims are being resolved under this Settlement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Six Million Seven Hundred Fifty-Five Thousand Dollars and Zero Cents (\$6,755,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the “Settlement Administrator” to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the “Effective Date” (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there

are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- (1) The Net Settlement Amount, which is all payments (including interest) to the Settlement Class, currently anticipated to be Two Million Two Hundred Eighty-Seven Thousand Four Hundred Sixty-Three Dollars and Thirty-Three Cents (\$2,287,463.33), subject to adjustment based on final settlement administration and attorneys' costs;
- (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than One Hundred Thousand Dollars and Zero Cents (\$100,000.00);
- (3) Up to Fifteen Thousand dollars (\$15,000.00) to Plaintiff Scalise, and up to Ten Thousand dollars (\$10,000.00) each to Plaintiffs Cardoso and Evans, for a total of Thirty-Five Thousand Dollars (\$35,000.00) for Plaintiffs' combined Service Awards, in recognition of their contributions to the lawsuits and their service to the Settlement Class and Aggrieved Employees. Even in the event that the Court reduces or does not approve the requested Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding;
- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67), plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than One Hundred Thousand Dollars and Zero Cents (\$100,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
- (5) One Million Nine Hundred Eighty Thousand Eight Hundred Seventy Dollars and Zero Cents (\$1,980,870.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code section 2699(i), seventy-five percent (75%) of such penalties, or One Million Four Hundred Eighty-Five Thousand Six Hundred Fifty-Two Dollars and Fifty Cents

(\$1,485,652.50) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Four Hundred Ninety-Five Thousand Two Hundred Seventeen Dollars and Fifty Cents (\$495,217.50), will be payable to Aggrieved Employees as the “PAGA Amount,” which PAGA Amount will be distributed as described below.

- D. **Escalator Clause.** The Gross Settlement amount is based on Defendant’s representations that there were approximately 830,230 aggregate pay periods worked by the Settlement Class during the Class Period and the PAGA Aggrieved Employees during the PAGA Period. If, at the time of preliminary approval, the number of pay periods has increased by 10% or more (i.e., if there are 913,253 or more pay periods), Defendant agrees to either: (1) increase the Gross Settlement Amount on a proportional basis for every percent above the 10% threshold (i.e., if there was 18% increase in the number of aggregate pay periods, Defendant would agree to increase the Gross Settlement Amount by 8%.); or (2) that the Class Period and PAGA Period will end on the date on which the aggregate pay period count reaches 913,253.
- E. Defendant’s share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Award”) from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiffs’ Service Awards, the Settlement Administrator’s fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Award based on the following formula:
- i. Payments to all participating Settlement Class members: the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate pay periods worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of pay periods worked during the Class Period, and the denominator of which is the total pay periods worked by all participating Settlement Class members during the Class Period.

- ii. PAGA Amount: the PAGA Amount will be allocated as follows: Each Aggrieved Employee who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any payment from the NSA shall be allocated as two-thirds (2/3) as penalties and interest; and one-third (1/3) as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member and Aggrieved Employees above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the Settlement Class or Aggrieved Employee who receives a Settlement Award or Individual PAGA Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members or Aggrieved Employees whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the

Settlement Class member or Aggrieved Employee to whom the check was issued, until such time that they claim their property.

- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsels' request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Service Awards.** Defendant will not object to a request for Service Awards of up to Fifteen-Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Scalise, and up to Ten Thousand Dollars each to Plaintiff Evans and Cardoso, for a total of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), for their time and risk in prosecuting this case, and their service to the Settlement Class and Aggrieved Employees. These awards will be in addition to Plaintiffs' respective Individual Settlement Awards as Settlement Class members and/or Aggrieved Employees, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Awards, Plaintiffs each shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiffs' request to the Court to pay up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and Individual PAGA Payments and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, performing skip traces on returned notices, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff Scalise shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC; Jonathan M. Lebe and Zachary T. Gershman of Lebe Law, APLC; and James Hawkins of James Hawkins APLC as Class Counsel;
- C. Appointing Plaintiff Paloma Scalise as Class Representative for the Settlement Class;
- D. Appointing Plaintiffs Evan and Cardoso as representatives of the Aggrieved Employees;
- E. Approving ILYM Group, Inc. as Settlement Administrator;
- F. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- G. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same; and
- H. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member and Aggrieved Employee while employed during the Class Period and PAGA Period (the “Class/PAGA Data”). The Class/PAGA Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members and Aggrieved Employees; (ii) update the address of any Settlement Class member and Aggrieved Employee for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or

at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline"). Aggrieved Employees who are not Settlement Class members may not request exclusion from the Settlement.

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and

Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement Class who request exclusion *may not* object to the Settlement. Aggrieved Employees who are not Settlement Class members may not object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of their estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member or Aggrieved Employee and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address

identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

- G. Explanatory Letter and Individual PAGA Payments to Aggrieved Employees. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will circulate to counsel for all Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit C**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.
- i. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff Scalise shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Approving Plaintiffs' and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Awards, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code section 408 and California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code section 408 and the California Evidence Code section 1152.

12. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Steve L. Hernández, DLA Piper LLP (US), 2000 Avenue of the Stars,
Suite 400, North Tower, Los Angeles, California 90067,
steve.hernandez@us.dlapiper.com

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; Jonathan M. Lebe, Lebe Law, APLC, 777 S. Alameda Street, Second Floor, Los Angeles, California 90021, jon@lebelaw.com; Christina Lucio, James Hawkins APLC, 9880 Research Drive, Irvine, California 92618, christina@jameshawkinsaplc.com

15. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** The Parties agree that the Sacramento County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Dated: _____
Plaintiff Demarco Evans

Dated: _____
Plaintiff Anna Cardoso

Dated: _____
Plaintiff Paloma Scalise

Dated: _____
Defendant Chipotle Services, LLC
By its: _____

Dated:

LEBE LAW, APLC

Jonathan M. Lebe
Attorneys for Plaintiffs

Dated:

HAINES LAW GROUP, APC

Paul K. Haines
Attorneys for Plaintiffs

Dated:

JAMES HAWKINS APLC

Christina Lucio
Attorneys for Plaintiffs

Dated:

DLA PIPER LLP (US)

Steve L. Hernández
Attorneys for Defendant

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.
(Sacramento County Superior Court, Case No. 23CV006629)

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

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

BASIC INFORMATION

1. What Is This Settlement About?

On April 12, 2022, a lawsuit was commenced by Demarco Evans (“Plaintiff Evans”), a former employee of Defendant Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc. (“Defendant”), in Orange County Superior Court, Case No. 30-2022-01254511-CU-OE-CXC. On May 22, 2023, another lawsuit was commenced by Plaintiff Anna Cardoso (“Plaintiff Cardoso”) in Los Angeles County Superior Court, Case No. 23STCV11524. On August 10, 2023, a third lawsuit was commenced by Plaintiff Paloma Scalise (“Plaintiff Scalise”) in Sacramento County Superior Court, Case No. 23CV006629 (the “Lawsuit”). On March 25, 2025, as part of the Settlement, Plaintiffs filed a Second Amended Complaint (“SAC”) in the Lawsuit, consolidating the claims from all three actions.

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Plaintiffs allege that Defendant failed to pay all minimum and overtime wages earned, failed to provide compliant meal and rest periods, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed upon separation of employment, failed to reimburse employees for necessary business expenses, failed to pay all reporting time pay, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). The Lawsuit alleges that Defendant violated the California Labor Code, and the California Business and Professions Code, entitling Settlement Class members to damages, penalties, and restitution. **Defendant denies all alleged violations and denies that it owes Settlement Class members any damages, penalties, and/or remedies.** The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (Paloma Scalise) sue on behalf of people who appear to have similar claims. All these people are referred to in this Notice as Settlement Class members. In a class action, the court resolves the issues for all Settlement Class members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court (“Court”) oversees this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement (“Agreement” or “Settlement”). On [date of preliminary approval],

the Court granted preliminary approval of the Settlement, appointed Plaintiff Scalise as the Class Representative, and appointed their attorneys at Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement and are a Settlement Class member if you are or were a minor and were employed by Defendant in the State of California at any time from August 10, 2019 through July 19, 2024 (“Class Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Six Million Seven Hundred Fifty-Five Thousand Dollars (\$6,755,000) (“Gross Settlement Amount”). This includes all payments to Settlement Class members, costs and attorneys’ fees for Class Counsel, settlement administration costs, and the service awards to the Plaintiffs.

The “Net Settlement Amount” is the amount available for distribution to Settlement Class members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees and Expenses to Class Counsel.** Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67). Class Counsel will also ask for reimbursement of up to \$100,000.00 for verified litigation costs Class Counsel incurred in connection with the Lawsuit;
- B. **Service Awards to the Class Representatives.** Plaintiffs will ask the Court to approve Service Awards in an amount not to exceed Fifteen Thousand Dollars (\$15,000) for Plaintiff Scalise and Ten Thousand Dollars (\$10,000) each for Plaintiff Cardoso and Plaintiff Evans for a total of Thirty-Five Thousand Dollars (\$35,000), for their service to the Settlement Class members;
- C. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Plaintiffs will ask the Court to approve administration costs in an amount not to exceed One Hundred Thousand Dollars (\$100,000); and
- D. **PAGA Payment.** The Parties have allocated One Million Nine Hundred Eighty Thousand Eight Hundred Seventy Dollars (\$1,980,870) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$1,485,652.50) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$495,217.50) will be distributed to all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (“PAGA Period”). These employees are referred to as the “Aggrieved Employees.”

The amount you are eligible to receive from the Settlement, your “Individual Settlement Award” will be determined on a *pro rata* basis, based on the number of pay periods you worked in California between August 10, 2019 through July 19, 2024.

Your Individual Settlement Award will be apportioned as one-third (33.33%) wages and two-thirds (66.66%) will be apportioned as interest and penalties. The wage portion of the Individual Settlement Award will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Employee payroll taxes on the wage portion of Individual Settlement Awards shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Settlement Class member’s settlement payment shall be reported on an IRS Form 1099. Settlement Class members are responsible for the proper income tax treatment of their Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of pay periods you worked during the Class Period as stated in the accompanying Notice of Estimated Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated below.

Your Individual Settlement Award is based on the number of pay periods you worked during the Class Period. The information contained in Defendant’s records regarding the number of pay periods you worked during the Class Period, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Individual Settlement Award. If you disagree with the information in your Notice of Estimated Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards. The Settlement Administrator’s determination of the eligibility for and amount of any Individual Settlement Award will be binding on the Settlement Class member and the Parties.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of the Settlement Class member.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the Effective Date and the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Settlement Class members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Class Released Claims” that arose during the “Class Period.”

The “Released Parties” include Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representative, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

The “Class Released Claims” means all claims, demands, rights, liabilities and causes of action that were pled or which could have been alleged based on the facts alleged or reasonably related to the facts alleged in the Action that arose during the Class Period including claims for: (a) failure to pay all minimum wages; (b) failure to pay all wages owed during employment; (c) failure to pay all overtime wages; (d) failure to provide meal periods as required by law; (e) failure to authorize rest periods as required by law; (f) failure to provide accurate, itemized wage statements; (g) failure to pay reporting time pay; (h) failure to reimburse all business expenses; (i) failure to provide suitable seats; (j) failure to keep accurate records; and (k) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. The period of the Class Released Claims shall extend to the limits of the Class Period.

The “Class Period” during which the release of Class Released Claims pertains is from August 10, 2019 through July 19, 2024.

In addition, all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (the “PAGA Period”) are referred to as the Aggrieved Employees, and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in each of three Plaintiffs’ separate Notification Letters to the Labor and Workforce Development Agency (“LWDA”), even if they submit a timely and valid Request for Exclusion from the Class Action Settlement (“the PAGA Released Claims”).

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the class action settlement and/or want to keep the right to sue or continue to sue Defendant with respect to the Class Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit a “Request for Exclusion” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Aggrieved Employees who worked for Defendant during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA penalties. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Amount because the Request for Exclusion does not apply to the PAGA claim.

To exclude yourself from the release of Class Released Claims you must submit a written request for exclusion letter or card postmarked by the **RESPONSE DEADLINE**. Your Request for Exclusion must include your name, address, signature, and the last four digits of your social security number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.* I understand that by excluding myself I will not receive money from the class portion of the Settlement.”

Your Request for Exclusion must be mailed, faxed or emailed to the Settlement Administrator at the address listed below, post-marked by **[Response Deadline]**. **You cannot exclude yourself by phone.**

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Class Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

If you do not submit a written request for exclusion but do not cash the settlement check that you receive, you **will not be** excluded from the release of Class Released Claims. You must submit a written request for exclusion if you wish to be excluded from the release of Class Released Claims.

9. If I Don’t Exclude Myself, Can I Sue Defendants For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Class Released Claims. If you have a pending lawsuit involving the Class Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between December 2, 2021 through July 19, 2024, you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as Class Counsel. The firms’ contact information are as follows:

LEBE LAW, APLC
Jonathan M. Lebe
Brielle D. Edborg
Jon@lebelaw.com
Brielle@lebelaw.com
3900 W Alameda Avenue, Fifteenth Floor
Burbank, CA 91505
Telephone: (213) 444-1973

HAINES LAW GROUP, APC
Paul K. Haines
Sean M. Blakely
phaines@haineslawgroup.com
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Settlement Class member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you can either mail your objection to the Settlement Administrator no later than [Response Deadline], or you may orally voice your objections at the Court's Final Approval Hearing. Your written objection should include (i) your full name, current address, as well as contact information for any attorney representing you; (ii) include all objections and the factual and legal bases for the objections (iii) include any and all supporting papers, briefs, written evidence, declarations and/or other evidence; and (iv) be postmarked by the [Response Deadline]. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection. Plaintiffs and Defendant will be permitted to respond in writing to any such written Objections.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing on [REDACTED] at 9:00 a.m. at the Sacramento County Superior Court located at 720 Ninth Street, Sacramento, CA 95814 in Department 22.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You can attend the Final Approval Hearing on [REDACTED] at 9:00 a.m. in person or remotely by joining the Department 22 zoom link or phone number listed below:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [REDACTED]. The Settlement Administrator's website will also contain important information about the case, including if the Final Approval Hearing is rescheduled.

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Class Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Class Released Claims, ever again. Your Individual Settlement Award will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by viewing the Settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. You may also review the documents that have been filed in this matter with the Court on the Court's website: <https://www.saccourt.ca.gov/civil/file-status.aspx>.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.
(Sacramento County Superior Court, Case No. 23CV006629)

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

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

BASIC INFORMATION

1. What Is This Settlement About?

On April 12, 2022, a lawsuit was commenced by Demarco Evans (“Plaintiff Evans”), a former employee of Defendant Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc. (“Defendant”), in Orange County Superior Court, Case No. 30-2022-01254511-CU-OE-CXC. On May 22, 2023, another lawsuit was commenced by Plaintiff Anna Cardoso (“Plaintiff Cardoso”) in Los Angeles County Superior Court, Case No. 23STCV11524. On August 10, 2023, a third lawsuit was commenced by Plaintiff Paloma Scalise (“Plaintiff Scalise”) in Sacramento County Superior Court, Case No. 23CV006629 (the “Lawsuit”). On March 25, 2025, as part of the Settlement, Plaintiffs filed a Second Amended Complaint (“SAC”) in the Lawsuit, consolidating the claims from all three actions.

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Plaintiffs allege that Defendant failed to pay all minimum and overtime wages earned, failed to provide compliant meal and rest periods, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed upon separation of employment, failed to reimburse employees for necessary business expenses, failed to pay all reporting time pay, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). The Lawsuit alleges that Defendant violated the California Labor Code, and the California Business and Professions Code, entitling Settlement Class members to damages, penalties, and restitution. **Defendant denies all alleged violations and denies that it owes Settlement Class members any damages, penalties, and/or remedies.** The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (Paloma Scalise) sue on behalf of people who appear to have similar claims. All these people are referred to in this Notice as Settlement Class members. In a class action, the court resolves the issues for all Settlement Class members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court (“Court”) oversees this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement (“Agreement” or “Settlement”). On [date of preliminary approval],

the Court granted preliminary approval of the Settlement, appointed Plaintiff Scalise as the Class Representative, and appointed their attorneys at Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement and are a Settlement Class member if you are or were a minor and were employed by Defendant in the State of California at any time from August 10, 2019 through July 19, 2024 (“Class Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Six Million Seven Hundred Fifty-Five Thousand Dollars (\$6,755,000) (“Gross Settlement Amount”). This includes all payments to Settlement Class members, costs and attorneys’ fees for Class Counsel, settlement administration costs, and the service awards to the Plaintiffs.

The “Net Settlement Amount” is the amount available for distribution to Settlement Class members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees and Expenses to Class Counsel.** Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67). Class Counsel will also ask for reimbursement of up to \$100,000.00 for verified litigation costs Class Counsel incurred in connection with the Lawsuit;
- B. **Service Awards to the Class Representatives.** Plaintiffs will ask the Court to approve Service Awards in an amount not to exceed Fifteen Thousand Dollars (\$15,000) for Plaintiff Scalise and Ten Thousand Dollars (\$10,000) each for Plaintiff Cardoso and Plaintiff Evans for a total of Thirty-Five Thousand Dollars (\$35,000), for their service to the Settlement Class members;
- C. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Plaintiffs will ask the Court to approve administration costs in an amount not to exceed One Hundred Thousand Dollars (\$100,000); and
- D. **PAGA Payment.** The Parties have allocated One Million Nine Hundred Eighty Thousand Eight Hundred Seventy Dollars (\$1,980,870) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$1,485,652.50) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$495,217.50) will be distributed to all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (“PAGA Period”). These employees are referred to as the “Aggrieved Employees.”

The amount you are eligible to receive from the Settlement, your “Individual Settlement Award” will be determined on a *pro rata* basis, based on the number of pay periods you worked in California between August 10, 2019 through July 19, 2024.

Your Individual Settlement Award will be apportioned as one-third (33.33%) wages and two-thirds (66.66%) will be apportioned as interest and penalties. The wage portion of the Individual Settlement Award will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Employee payroll taxes on the wage portion of Individual Settlement Awards shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Settlement Class member’s settlement payment shall be reported on an IRS Form 1099. Settlement Class members are responsible for the proper income tax treatment of their Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

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Your Individual Settlement Award is based on the number of pay periods you worked during the Class Period. The information contained in Defendant’s records regarding the number of pay periods you worked during the Class Period, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Individual Settlement Award. If you disagree with the information in your Notice of Estimated Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards. The Settlement Administrator’s determination of the eligibility for and amount of any Individual Settlement Award will be binding on the Settlement Class member and the Parties.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of the Settlement Class member.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the Effective Date and the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Settlement Class members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Class Released Claims” that arose during the “Class Period.”

The “Released Parties” include Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representative, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

The “Class Released Claims” means all claims, demands, rights, liabilities and causes of action that were pled or which could have been ~~alleged based on the facts alleged or alleged, or that are~~ reasonably related to the facts ~~and claims~~ alleged in the Action that arose during the Class Period including claims for: (a) failure to pay all minimum wages; (b) failure to pay all wages owed during employment; (c) failure to pay all overtime wages; (d) failure to provide meal periods as required by law; (e) failure to authorize rest periods as required by law; (f) failure to provide accurate, itemized wage statements; (g) failure to pay reporting time pay; (h) failure to reimburse all business expenses; (i) failure to provide suitable seats; (j) failure to keep accurate records; and (k) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. The period of the Class Released Claims shall extend to the limits of the Class Period.

The “Class Period” during which the release of Class Released Claims pertains is from August 10, 2019 through July 19, 2024.

In addition, all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (the “PAGA Period”) are referred to as the Aggrieved Employees, and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in each of three Plaintiffs’ separate Notification Letters to the Labor and Workforce Development Agency (“LWDA”), even if they submit a timely and valid Request for Exclusion from the Class Action Settlement (“the PAGA Released Claims”).

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the class action settlement and/or want to keep the right to sue or continue to sue Defendant with respect to the Class Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit a “Request for Exclusion” letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature.

Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Aggrieved Employees who worked for Defendant during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA penalties. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Amount because the Request for Exclusion does not apply to the PAGA claim.

To exclude yourself from the release of Class Released Claims you must submit a written request for exclusion letter or card postmarked by the **RESPONSE DEADLINE**. Your Request for Exclusion must include your name, address, signature, and the last four digits of your social security number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.* I understand that by excluding myself I will not receive money from the class portion of the Settlement.”

Your Request for Exclusion must be mailed, faxed or emailed to the Settlement Administrator at the address listed below, post-marked by **[Response Deadline]**. **You cannot exclude yourself by phone.**

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Class Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

If you do not submit a written request for exclusion but do not cash the settlement check that you receive, you **will not be** excluded from the release of Class Released Claims. You must submit a written request for exclusion if you wish to be excluded from the release of Class Released Claims.

9. If I Don’t Exclude Myself, Can I Sue Defendants For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Class Released Claims. If you have a pending lawsuit involving the Class Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between December 2, 2021 through July 19, 2024, you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as Class Counsel. The firms’ contact information are as follows:

LEBE LAW, APLC
Jonathan M. Lebe
Brielle D. Edborg
Jon@lebelaw.com
Brielle@lebelaw.com
3900 W Alameda Avenue, Fifteenth Floor
Burbank, CA 91505
Telephone: (213) 444-1973

HAINES LAW GROUP, APC
Paul K. Haines
Sean M. Blakely
phaines@haineslawgroup.com
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Settlement Class member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you can either mail your objection to the Settlement Administrator no later than [Response Deadline], or you may orally voice your objections at the Court's Final Approval Hearing. Your written objection should include (i) your full name, current address, as well as contact information for any attorney representing you; (ii) include all objections and the factual and legal bases for the objections (iii) include any and all supporting papers, briefs, written evidence, declarations and/or other evidence; and (iv) be postmarked by the [Response Deadline]. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection. Plaintiffs and Defendant will be permitted to respond in writing to any such written Objections.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing on [REDACTED] at 9:00 a.m. at the Sacramento County Superior Court located at 720 Ninth Street, Sacramento, CA 95814 in Department 22.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You can attend the Final Approval Hearing on [REDACTED] at 9:00 a.m. in person or remotely by joining the Department 22 zoom link or phone number listed below:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [REDACTED]. The Settlement Administrator's website will also contain important information about the case, including if the Final Approval Hearing is rescheduled.

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Class Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Class Released Claims, ever again. Your Individual Settlement Award will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by viewing the Settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. You may also review the documents that have been filed in this matter with the Court ~~(for a fee)~~ on the Court's website: <https://www.saccourt.ca.gov/civil/file-status.aspx>.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**