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Attorneys for Plaintiff DEMARCO EVANS, individually,
and on behalf of himself and all others similarly situated

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

PALOMA SCALISE, ANNA CARDOSO,
and DEMARCO EVANS, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

CHIPOTLE SERVICES LLC, DBA
CHIPOTLE MEXICAN GRILL, INC.; and
Does 1 through 20, inclusive,

Defendants.

Case No. 23CV006629

Assigned to: Hon. Lauri A. Damrell
Dept. 22

**DECLARATION OF PLAINTIFF
DEMARCO EVANS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Hearing Date: August 22, 2025
Time: 9:00 A.M.

Complaint Filed: August 11, 2023
Trial: Not Set

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

1 I, Demarco Evans, declare as follows:

2 The facts set forth herein are true of my own personal knowledge, and if called upon to
3 testify thereto, I could and would competently do so under oath.

4 1. I am one of the named Plaintiffs in this action.

5 2. Defendant Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc. (“Chipotle”)
6 is my former employer.

7 3. I was employed by Chipotle as an hourly, non-exempt employee in October 2021
8 and worked at Defendant’s Fairfield, California location. At times, I worked as a cashier and as a
9 cook.

10 4. On February 3, 2022, I filed a Class Action Complaint entitled *Demarco Evans, et*
11 *al. v. Chipotle Services, LLC* (the “Evans Class action”), Case No. 30-2022-01243855-CU-OE-
12 CXC alleging ten causes of action on behalf of myself and all other similarly situated employees
13 for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide
14 meal periods; (4) failure to permit rest breaks; (5) failure to timely pay wages during employment;
15 (6) failure to timely pay wages owed upon separation from employment; (7) failure to reimburse
16 necessary expenses; (8) failure to pay reporting time wages; (9) knowing and intentional failure to
17 comply with itemized wage statement provisions; and (10) violation of the unfair competition law.

18 5. I filed a Complaint for civil penalties under the Private Attorneys’ General Act, Labor
19 Code Section 2698 et seq. in Orange County Superior Court on April 12, 2022 (the “Evans PAGA
20 action”), Case No. 30-2022-01254511-CU-OE-CXC alleging one cause of action for civil penalties
21 under the Private Attorneys’ General Act, Labor Code Section 2698 et seq. I understand that I filed
22 this lawsuit against my former employer on behalf of the state of California to obtain penalties for
23 Defendant’s violations.

24 6. I decided to file a lawsuit against my former employer because I had a number of
25 grievances against Defendant stemming from their labor policies. These grievances are set forth in
26 detail in the complaints that I filed and the letter that my attorneys submitted to the California Labor
27 and Workforce Development Agency (“LWDA”).

28 7. Prior to filing the action, my attorneys and their staff and I had multiple conferences

1 about the factual bases for the claims that I wanted to pursue against Defendant. Without waiving
2 any privilege, during those conferences, my attorneys provided me with an overview of how those
3 claims would be litigated and generally educated me about the nature of complex/representative
4 litigation and my role as the representative Plaintiff. After meeting with my attorneys about these
5 issues, I decided to proceed with a lawsuit against my former employer.

6 8. My attorneys provided me with a draft of my class action complaint and my private
7 attorney general complaint (collectively “the Complaints”) for my review and approval. I closely
8 reviewed the Complaint to ensure accuracy and completeness, and discussed the contents with my
9 attorneys. I believe my claims are typical of those asserted by the other hourly employees that
10 worked for Chipotle during the relevant time period as I am informed and believe that we were all
11 subject to the same policies, procedures and practices.

12 9. Following the filing of the Complaints initially, I collaborated with my attorneys on
13 the prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of
14 the litigation, and to discuss my attorneys’ progress in prosecuting the claims.

15 10. I understand that because I signed an arbitration agreement at some point during my
16 employment, I agreed to submit some of my claims to arbitration and could not proceed with the
17 class action that I filed. In June 2023, I filed a demand for arbitration of my individual claims,
18 including by individual private attorney general claim, and participated in the arbitration until we
19 agreed to go to mediation with the other two plaintiffs in this case. The arbitration was put on
20 hold until we explored whether the case could be resolved at mediation.

21 11. I agreed to attend mediation on April 17, 2024 along with two other Plaintiffs who
22 had brought separate wage and hour and representative actions against Defendant. Plaintiff Anna
23 Cardoso (“plaintiff Cardoso”) brought the action Anna Cardoso v. Chipotle Services, LLC, Case
24 No. 23STCV11524 in Los Angeles Superior Court (the “Cardoso action”). Plaintiff Paloma Scalise
25 (“plaintiff Scalise”) brought the action Paloma Scalise v. Chipotle Services, LLC, Case No.
26 23CV006629 in Sacramento Superior Court (the “Scalise action”) (collectively “the Actions”).

27 12. I assisted my counsel in preparing for mediation of the Actions. I looked for and
28 provided them with extensive documents and information about my experiences and Chipotle’s

1 practices and procedures, and answered questions as necessary. I monitored the mediation by
2 checking in with my counsel and remained available during the course of the mediation to answer
3 questions as they came up. While case did not resolve at mediation, I understand there was a
4 mediator's proposal for the resolution of the actions.

5 13. I have worked to the best of my ability to prosecute this action on behalf of the LWDA
6 and the aggrieved employees, always considering the interests of the LWDA and the other employees
7 just as I would consider my own interests. I believe these types of actions are an important tool to
8 ensure that employers comply with the Labor Code.

9 14. I understand that the action I brought was for penalties, but that one of the other
10 plaintiffs was able to proceed with a class action for a certain part of the hourly employee group.

11 15. When I agreed to be a representative plaintiff, I understood it was my duty to be readily
12 available and to participate actively in the case. I knew that I needed to keep aware of the status and
13 progress of the lawsuit and assist my attorneys in litigating the case on behalf of the State and the
14 Aggrieved Group. I knew that I would be required to review documents, search for documents and
15 produce them to my attorneys, answer written questions, potentially answer oral questions and testify
16 truthfully under oath, and be available to appear in court, if necessary. At all times, I worked to fulfill
17 these duties.

18 16. I also understood the risks I could face due to my involvement as a named plaintiff. I
19 understood that I could be held responsible for the payment of Defendant's court-awarded litigation
20 costs and potentially attorneys' fees if I did not prevail in litigation. Therefore, I realized that I was
21 taking a significant amount of risk in filing the representative action.

22 17. I also knew my name could easily be located on a search of court records and that any
23 prospective employer may find out that I had sued my former employer, which could inhibit my
24 ability to seek gainful employment in the future.

25 18. Even though I knew I was taking risks, I knew I had to do what I believed was right
26 and pursue claims on behalf of other employees to vindicate their rights and attempt to recover
27 penalties for Defendant's violations.

28 19. I spent a substantial amount of time and effort pursuing my claims and the claims of

1 the other similarly situated employees from the time I retained my attorneys to this date. I have kept
2 aware of the status of the lawsuit and provided my attorneys with documents and information used
3 by them in the litigation.

4 20. During the litigation I spent considerable time on telephone calls discussing the facts
5 of my case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts
6 related to my employment with Chipotle, including discussing my job duties and responsibilities as
7 a non-exempt employee, my experiences, my observations, Defendant's policies and practices, the
8 hours and days I worked, and how I and the other employees were compensated and the conditions
9 of employment. I have also worked to assist my attorneys in moving the case forward. I have also
10 reviewed certain documents produced during the information exchange process in this case to assist
11 my attorneys in prosecuting this case. I constantly remained available in order to assist with any
12 questions that arose throughout the litigation process.

13 21. I also spent hours looking at all documents related to my employment with Defendant
14 and sending them to my attorneys, which included wage statements, personnel documents, emails,
15 text messages, and separation paperwork. I further spent several hours on telephone calls discussing
16 documents I provided to my attorneys.

17 22. I also assisted my attorneys in preparing for mediation and in ultimately achieving the
18 Settlement Agreement which we ask the Court to approve now.

19 23. My attorneys provided me with a copy of the proposed Settlement Agreement which
20 I reviewed carefully before signing it. I have discussed the terms and any questions I had with my
21 counsel. I have also reviewed the settlement documents, including this declaration, in support of
22 the settlement.

23 24. I accepted the settlement only after I had spent time evaluating the proposed outcome
24 to ensure that it was fair. I believe the settlement is fair and reasonable.

25 25. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit
26 are in conflict or in any way antagonistic to the interests of the other employees in this case.

27 26. In summary, over the course of this litigation I have spent a significant amount of
28 time conferring and working with my attorneys on the prosecution of the claims raised and

1 evaluating the settlement and related documents. I estimate that I have spent approximately 55 hours
2 assisting my attorneys in the prosecution of the claims over the last three and a half years, and will
3 invest more by the time the case is completed.

4 27. I believe that I have fulfilled my responsibilities as a representative plaintiff and I
5 will continue to fulfill those responsibilities to the best of my ability until the conclusion of the case.

6 28. I am aware of the major deal points of the Settlement Agreement including the non-
7 reversionary Gross Settlement Amount ("GSA") of \$6,755,000.00 to settle the class and PAGA
8 claims, of which \$1,980,870 is reserved to settle the PAGA claims. I understand that subject to Court
9 approval, the settlement includes the following: (1) Plaintiffs' attorneys' fees up to \$2,251,666.67 (one-
10 third of the GSA); (2) Plaintiffs' counsels' reasonable litigation costs necessary to prosecute and settle
11 this litigation and administer the Agreement, estimated at no more than \$100,000; (3) a \$15,000 Service
12 Award to Plaintiff Scalise, and a \$10,000 Service Award each to Plaintiff Cardoso and Plaintiff Evans
13 for a total of \$35,000 for Plaintiffs' combined Service Awards; (4) settlement administration costs not to
14 exceed \$100,000; and (5) a payment of \$1,485,652.50 to the LWDA, which represents 75% of the PAGA
15 settlement amount. After deduction of these amounts, it is estimated that the remaining net settlement
16 fund of approximately \$2,782,680.83, which includes \$495,217.50 reserved for the PAGA aggrieved
17 employees, will be distributed to class members and PAGA aggrieved employees based on the number
18 of workweeks employed with Defendant. Class members will not be required to return any claims form.

19 29. I am requesting the Court approve a \$10,000 Service Award. I believe this amount
20 is reasonable for my services to the LWDA and the Aggrieved Employees, and the risks I assumed.
21 I brought three separate actions (the class case, the private attorney general case, and the arbitration)
22 which I believe were instrumental in moving the case forward and ultimately obtaining the
23 settlement we ask to be approved. The time and service I provided to the State and the Aggrieved
24 Group resulted in the parties agreeing to settle the case and a positive outcome. I understand that I
25 will not receive an Individual Settlement Award from the Net Settlement Amount because I am not
26 a Class Member, but I will receive a portion of the amount allocated to the Aggrieved Employees as
27 part of the PAGA Amount. I ask that this Service Award be provided in addition to the award I
28 would receive under PAGA.

1 30. In my opinion, the Settlement is fair, adequate, and reasonable, and I ask the Court
2 to grant approval.

3 I declare under penalty of perjury under the laws of the State of California and the United
4 States of America that the foregoing is true and correct.

5 Executed on 07/26/25 in Oakland, California.

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Demarco Evans (Jul 26, 2025 13:37:56 PDT)

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