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

Paloma Scalise, Anna Cardoso, and Demarco
Evans, individually and on behalf of all others
similarly situated,

Plaintiff,

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 PAUL K. HAINES
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 22, 2025

Time: 9:00 a.m.

Dept.: 22

Reservation No.: A-06629-001

Action Filed: August 10, 2023

Trial Date: None Set

1 I, PAUL K. HAINES, declare as follows:

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

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification; drafting
27 motions for decertification following class certification; conducting exposure analyses to assess
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the
2 primary contact to in-house counsel; deposing named plaintiffs and putative class members;
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
4 short, I played an integral role in all aspects of litigation from the inception of a matter through
5 and beyond class certification. I also supervised the work of several junior attorneys who were
6 staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
12 performed the same job duties as described in the immediately preceding paragraph. In addition
13 to working on wage and hour class actions, I also worked on a number of “hybrid” actions
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well
15 as California-specific claims under Rule 23 of the Rules of Civil Procedure.

16 6. In July 2012, I transitioned into litigating wage and hour class actions from the
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
18 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
19 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
20 and I am currently responsible for prosecuting over fifty (50) wage and hour class actions filed in
21 both State and Federal courts throughout California. I have been appointed as Class Counsel in
22 hundreds of wage and hour class action settlements in state and federal courts within California.
23 A few examples of the matters in which I have been appointed as Class Counsel, all of which
24 have been granted final approval, include the following: *Sanchez v. Res-Care, Inc.*, Case No.
25 BC526175, California Superior Court, County of Los Angeles, Hon. John Shepard Wiley, Jr.,
26 presiding; *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
27 States District Court, Central District of California, Hon. John F. Walter presiding; *Tesla Motors*
28 *Wage and Hour Litigation*, JCCP 4792, California Superior Court, Santa Clara County, Hon.

1 Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States
2 District Court, Northern District of California, Hon. Haywood S. Gilliam, Jr. presiding;
3 *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior Court,
4 County of San Luis Obispo, Hon. Charles S. Crandall presiding; *Nunez v. CompuCom Systems,*
5 *Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Hon. John Shepard
6 Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310,
7 Superior Court of California, County of Los Angeles, Hon. Elihu M. Berle presiding; *Leverage,*
8 *et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4:16-cv-00784-KAW, United States District
9 Court, Northern District of California, Hon. Kandis A. Westmore presiding.

10 7. I have also moved to certify and have received an order certifying a class action
11 and/or conditionally certifying a collective action, in the following cases:

- 12 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-
13 CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler,
14 presiding (certifying a class of employees who were misclassified as independent
15 contractors);
- 16 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
17 States District Court, Central District of California, Honorable Judge Beverly Reid
18 O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 19 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States
20 District Court, Central District of California, Honorable Judge John F. Walter, presiding
21 (certifying a rest period violation class and conditionally certifying an FLSA unpaid
22 overtime wage class);
- 23 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
24 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding
25 (conditionally certifying an unpaid FLSA overtime wage class);
- 26 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
27 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
28 (conditionally certifying an unpaid FLSA overtime wage class);

- 1 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
2 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
3 (certifying unpaid overtime wage class and waiting time penalty class);
- 4 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,
5 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding
6 (certifying piece rate pay plan classes, expense reimbursement class, wage statement
7 class, and waiting time penalties class);
- 8 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
9 States District Court, Central District of California, Honorable Dolly M. Gee presiding
10 (certifying six classes of employees for rest period violations, wage statement violations,
11 meal period violations, and overtime and double-time violations);
- 12 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United
13 States District Court, Southern District of California, Honorable William Q. Hayes
14 presiding (certifying six classes of employees for unpaid wages, meal period violations,
15 wage statement violations, and waiting time penalties);
- 16 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
17 United States District Court, Northern District of California, Honorable William H. Alsup
18 presiding (certifying three classes of employees for unlawful wage deduction violations,
19 wage statement violations, and waiting time violations);
- 20 • *Staublein v. Wells Fargo Bank*, No. CIVDS1712267, San Bernardino County Superior
21 Court, Honorable David S. Cohn presiding (certifying wage statement class);
- 22 • *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-00026405-CU-OE-CTL, California
23 Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding (certifying
24 class of employees for wage statement violations);
- 25 • *Bowlin-Burdick, et al v. Life Care Centers of America, Inc.*, Case No. BC657139, Los
26 Angeles County Superior Court, Honorable Maren E. Nelson presiding (certifying four
27 classes for meal period violations, rest period violations, wage statement violations, and
28 waiting time penalties);

- 1 • *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior
2 Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest
3 period violations, unpaid wages, unreimbursed business expenses, wage statement
4 violations, and waiting time penalties);
- 5 • *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-
6 OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding
7 (certifying classes for rest period violations, meal period violations, on-call pay violations,
8 wage statement violations, and waiting time violations);
- 9 • *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino
10 County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid
11 overtime and minimum wage violations, meal period violations, rest period violations,
12 wage statement violations, and waiting time penalties); and
- 13 • *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior
14 Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations,
15 rest period violations, wage statement violations, and waiting time penalties).

16 8. In 2015, 2016, and 2017, Thomson Reuters recognized me as a Top Young
17 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
18 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
19 Southern California each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me
20 as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than
21 five percent of all attorneys in Southern California each year.

22 9. In approximately 2018, I was selected to be a member of the Los Angeles Superior
23 Court, Complex Civil Department Ad Hoc Wage and Hour Committee, which was chaired by the
24 Honorable Judge Amy D. Hogue and Honorable Judge David S. Cunningham. The committee
25 was comprised of 8 plaintiff’s attorneys and 8 defense attorneys, and was consulted for
26 recommendations regarding wage and hour class action cases, including preparing model class
27 action and PAGA action settlement agreements which are now publicly available at
28 <http://www.lacourt.org/forms/all>.

1 10. In April 2019, I served as trial counsel for the Plaintiff in the matter of *Calhoun v.*
2 *Aqua Tech Water Management Inc.*, Case No. BS169815, Los Angeles County Superior Court,
3 Honorable Theresa M. Traber presiding, which was an individual wage-and-hour case that
4 resulted in a six-figure verdict in favor of Plaintiff.

5 11. In March 2023, my firm served as trial counsel for the plaintiff and aggrieved
6 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
7 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
8 Court, Honorable William Claster presiding, which was a case brought under the Private
9 Attorneys General Act, Labor Code §§ 2698 *et seq.*, and resulted in a six-figure verdict in favor
10 of the aggrieved employees.

11 12. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been
12 intimately involved in every aspect of this case, and I believe that the proposed Settlement is fair,
13 reasonable and adequate for the Settlement Class. I have reviewed the Checklist for Approval of
14 Class Action and/or Private Attorneys General Act (“PAGA”) Settlements for the Sacramento
15 County Superior Court Complex Litigation Department, and I believe Plaintiffs’ briefing
16 complies with the Court’s Checklist.

17 13. On March 15, 2023, Plaintiff Anna Cardoso sent her Private Attorneys’ General
18 Act (“PAGA”) correspondence to the Labor & Workforce Development Agency (“LWDA”) and
19 Defendant. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff Cardoso’s March
20 15, 2023 letter to the LWDA. On May 22, 2023, after exhausting her administrative requirements
21 under the PAGA, Plaintiff filed a representative action for civil penalties under the PAGA in the
22 matter entitled *Anna Cardoso v. Chipotle Services, LLC*, Los Angeles Superior Court Case No.
23 23STCV11524 (the “Cardoso Action”).

24 14. After the filing of the *Cardoso* Action, I learned there were other related class and
25 representative PAGA Actions pending against Defendant in various courts in California,
26 including *Demarco Evans, et al. v. Chipotle Services, LLC*, Orange County Superior Court Case
27 No. 30-2022-01254511-CU-OE-CXC (the “Evans Action”) and *Paloma Scalise v. Chipotle*
28 *Services LLC*, Sacramento Superior Court Case No. 23CV0066629 (the “Scalise Action”).

1 15. The Parties in the *Cardoso* Action, *Evans* Action, and *Scalise* Action agreed to
2 attend a global mediation in an effort to resolve the three wage and hour actions.

3 16. Prior to mediation, the Parties engaged in informal discovery, whereby Defendant
4 provided timekeeping and payroll data for a sampling of putative class members and aggrieved
5 employees, and policy documents of Defendant related to the claims asserted by Plaintiffs in this
6 action, including Defendant's meal and rest break policies, overtime policies, and policies related to
7 the amount of control Defendant had over class members. Defendant also provided relevant data
8 points, such as the number of minor putative class members and their aggregate number of workweeks
9 worked during the Class Period, as well as the number of Aggrieved Employees and the number of
10 aggregate pay periods worked during the PAGA Period. Plaintiffs hired a labor economist with a
11 Ph.D. in economics to assist Plaintiffs in conducting a comprehensive analysis and extrapolation
12 of the payroll and timekeeping data produced by Defendant to create a detailed exposure analysis
13 for all claims at issue. This discovery allowed the Parties to assess the merits and value of
14 Plaintiffs' claims, the chances of class certification, and Defendant's potential defenses.

15 17. On April 17, 2024, the Parties participated in a full-day mediation with Jeffrey
16 Ross, Esq., a preeminent wage and hour class action mediator. During mediation, the Parties
17 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
18 claims, and the legal basis for the claims and defenses. At the conclusion of mediation, Mr. Ross
19 issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by all
20 Parties. During the months that followed, the Parties finalized the terms of the Settlement and
21 executed the Stipulation of Settlement now before the court.

22 18. Although the Parties engaged in significant informal discovery prior to mediation,
23 the Parties still had significant formal discovery to complete had the matter not been settled. This
24 would have required the expenditure of substantial time and resources by both Parties that would
25 have very likely spanned several years. Even if Plaintiff Scalise were to certify the proposed
26 classes, the Parties would incur considerably more attorneys' fees and costs through a possible
27 decertification motion, trial, and possible appeal. This Settlement avoids those risks and the
28 accompanying expense.

1 19. Class Counsel will apply for an attorneys' fees award of one-third of the Gross
2 Settlement Amount, which is currently estimated to be \$2,251,666.67, and up to \$100,000.00 in
3 verified costs reimbursement. Class Counsel's fee request of up to one-third of the Gross
4 Settlement Amount, which is the same percentage sought in *Laffitte*, is fair and reasonable based
5 on the percentage of the recovery method. This fee request is also consistent with my firm's
6 experience in similar wage and hour class and representative matters. Class Counsel will provide
7 lodestar information when seeking final approval of the Settlement. My office took the *Cardoso*
8 Action on a pure contingency basis. Class Counsel submits the requested fee is fair compensation
9 for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent
10 fee basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing
11 investigation, analyzing Plaintiffs' claims, conducting legal research, conducting extensive
12 informal discovery, analyzing Settlement Class members' timekeeping and payroll records with
13 the assistance of a retained expert, creating a comprehensive damages model, preparing for and
14 attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing
15 this Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney
16 time in attending the hearing on this Motion, overseeing the Notice process and fielding questions
17 from Settlement Class members, preparing the Final Approval papers, and attending the Final
18 Approval hearing. To date, my office has incurred \$24,002.28 in litigation costs, which include
19 filing and service fees, mediation fees and expert costs. Attached hereto as **Exhibit B** is a detailed
20 line-item report reflecting my firm's litigation costs to date. In accordance with the Court's
21 Checklist, my office seeks reimbursement for photocopies at \$0.06 per page and does not seek to
22 be reimbursed for any Westlaw fees incurred. I anticipate future filing and service fees related to
23 Plaintiffs' Motion for Final Approval of Class Action Settlement as well as filing and service fees
24 related to the filing of a Final Accounting Declaration regarding the disbursement of settlement
25 funds.

26 20. Plaintiff Cardoso will apply for a Class Representative Service Award in the
27 amount of \$10,000.00 for her service to the State of California and Aggrieved Employees. As
28 will be fully briefed at the time of final approval, Plaintiff's Cardoso's requested Service Award

1 is intended to recognize the time and effort Plaintiff Cardoso expended on behalf of the State of
2 California and Aggrieved Employees, including providing substantial factual information and
3 documents to my office, discussing the claims and theories at issue in the litigation, actively
4 participating in the prosecution of her claims, as well as the significant risks Plaintiff undertook
5 by agreeing to serve as the named plaintiff in this case

6 21. Class Counsel has entered into a Joint Prosecution Agreement, or attorneys' fee-
7 sharing agreement in these cases. Under the terms of the agreement, any attorneys' fees awarded
8 by the Court will be paid as follows: 33.33% to Lebe Law, APLC; 33.33% to James Hawkins
9 APLC; and 33.33% to Haines Law Group, APC and Majarian Law Group, APC (who referred
10 the *Cardoso* Action to my office). This fee sharing agreement was expressly agreed to in writing
11 by Plaintiffs pursuant to Rule of Professional Conduct 1.5.1.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed on July 29, 2025, at El Segundo, California.

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Paul K. Haines

EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 15, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Anna Cardoso v. Chipotle Services, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Anna Cardoso (“Ms. Cardoso”) in claims arising from her employment with Chipotle Services, LLC; and Does 1 through 100 (collectively “Chipotle”). Ms. Cardoso is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Chipotle’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Chipotle’s current and former non-exempt employees who worked for Chipotle in California during the one year immediately preceding the date of this letter through the present.

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

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

Upon information and belief, Chipotle has failed to compensate Ms. Cardoso and other aggrieved employees for all required reporting time pay. For example, Ms. Cardoso was required to complete and sign various documents, such as acknowledgements regarding Covid-19 protocols, Dispute Resolution Policy, Handwashing Policy, and Attendance Policy, while off the clock. When this happened to Ms. Cardoso or to other aggrieved employees, upon information and belief, Chipotle did not compensate Ms.

Cardoso or other aggrieved employees for at least two hours of work and/or half of their usually scheduled hours at their regular rate of pay. For instance, on October 28, 2022, Ms. Cardoso reviewed and signed various documents without compensation. Despite requiring Ms. Cardoso to review and signed the various documents, Chipotle only paid Ms. Cardoso an additional 0.033 hours (2-minutes). Ms. Cardoso alleges that this policy and practice is in violation of the reporting time pay requirements under California law, including Wage Order 5, § 5, and as a result, Chipotle has failed to pay Ms. Cardoso and other aggrieved employees for all required reporting time pay.

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

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

As a result of Chipotle's failure to compensate Ms. Cardoso and other aggrieved employees for all meal and rest period premium wages earned, Chipotle maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As a further result of Chipotle's failure to pay required meal and rest period premium wages, Chipotle failed to pay all wages to Ms. Cardoso and other formerly

employed aggrieved employees at the separation of their employment.

As described above, Chipotle committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 (“Wage Order 5”):

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, due to Chipotle’s unlawful policy and practice of requiring employees to use their personal cellular phones and/or other personal equipment and services for work purposes and failure to reimburse Ms. Cardoso and other aggrieved employees for these and/or other business expenses, Chipotle has violated Labor Code § 2802, which provides: “[a]n employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.” Ms. Cardoso and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses, with interest.

Reporting Time Pay Violations

As alleged herein, Chipotle has failed to pay Ms. Cardoso and other aggrieved employees with reporting time pay on those occasions when they were owed reporting time pay under California law. Chipotle’s failure to pay reporting time pay violated Labor Codes §§ 1198-1199 and Wage Order 5, § 5.

Meal Period Violations

As alleged above, Chipotle failed to provide Ms. Cardoso and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Cardoso and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Chipotle also failed to authorize and permit Ms. Cardoso and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Cardoso and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the

employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.").

Wage Statement Violations

Chipotle was required to furnish Ms. Cardoso and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Chipotle's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Chipotle maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Cardoso and other aggrieved employees in violation of Labor Code § 226. Chipotle's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Cardoso and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Chipotle failed to timely pay Ms. Cardoso and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Chipotle's failure to pay all final wages due to Ms. Cardoso and other aggrieved employees was willful and, consequently, entitles Ms. Cardoso and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Chipotle failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Cardoso will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Cardoso's own investigation, and on information and belief, Chipotle committed and continues to commit the following Labor Code violations:

- a. Chipotle violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Cardoso and other aggrieved employees for all necessary work expenditures incurred;
- b. Chipotle has violated Labor Code §§ 1198 and 1199 by failing to pay all reporting time pay owed to Ms. Cardoso and other aggrieved employees;
- c. Chipotle violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms.

Cardoso and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. Chipotle violated Labor Code §§ 226.7, 558, and 1198 by failing to authorize and permit Ms. Cardoso and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Cardoso and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Chipotle violated Labor Code § 226 by failing to furnish Ms. Cardoso and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Chipotle violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Ms. Cardoso and other aggrieved employees;

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Chipotle if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Chipotle, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 03/16/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8307 3413 34

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 03/15/2023

ORIGINAL INTENDED RECIPIENT:

CHIPOTLE SERVICES LLC

C/O: BECKY DEGEORGE

2710 GATEWAY OAKS DR STE 150N

SACRAMENTO CA 95833-3502

JR



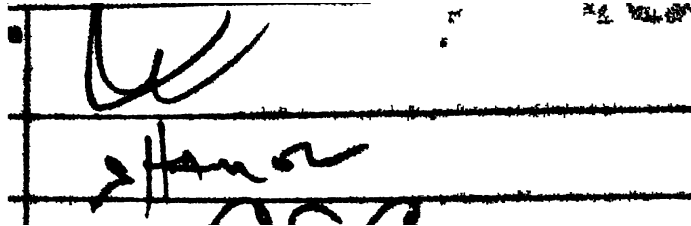
Mailer: Haines Law Group

Date Produced: 03/27/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8307 3413 34. Our records indicate that this item was delivered on 03/20/2023 at 11:59 a.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

CHIPOTLE SERVICES LLC
C/O: BECKY DEGEORGE
STE 150N
2710 GATEWAY OAKS DR
SACRAMENTO CA 95833-3502

Customer Reference Number: C4059839.24199780

Return Reference Number JR

EXHIBIT B

July 31, 2025

Anna Cardoso

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
3/16/2023	IDLC Submission to LWDA for PAGA Notice. Order #: ORD-000213604	1 75.00	75.00
3/31/2023	ALL Postage for March, 2023.	1 7.09	7.09
	ALL Copying cost for March, 2023.	6 0.06	0.36
5/22/2023	IDLC First legal's filing fee for: Notice of case assignment (Unlimited civil case), Summons, Representative action complaint, Civil case cover sheet (Unlimited). Order #:5325481 Direct Efiling Base charge + Additional charges + Adv/wit ck + Check charge	1 466.10	466.10
5/31/2023	IDLC First legal's service fee for: Summons and complaint Order #: 5333082\ Process-Branch 3 days Base charge + PDF/Ship + Fuel charge	1 172.58	172.58
6/1/2023	IDLC First legal's filing fee for: Proof of personal service. Order #: 5335134 Direct E-filing Base charge + Additional charges	1 13.70	13.70
6/9/2023	IDLC First legal's service fee for: Peremptory Challenge to judicial officer (170.6) Order #: 5343056 Court service Base charge	1 10.25	10.25
6/20/2023	IDLC First legal's filing fee for: Proof of service (Not summons and complaint) Order #: 5352838 Direct E-filing	1 13.70	13.70

7/31/2025

			<u>Qty/Price</u>	<u>Amount</u>
		Base charge + Additional charges		
6/30/2023	ALL	Postage for July, 2023.	1 1.44	1.44
	ALL	Copying cost for June, 2023.	8 0.06	0.48
7/18/2023	IDLC	First legal's filing fee for: Proof of service (Not summons and complaint) Direct E-filing Order #: 5379553 Base charge + Additional charges	1 13.70	13.70
9/13/2023	IDLC	First legal's service fee for: Case management statement E-service Order #: 5441136 *No base charge* PDF/Ship	1 3.00	3.00
	IDLC	First legal's filing fee for: Case management statement Direct E-filing Order #: 5441116 Base charge + Additional charges	1 13.70	13.70
9/18/2023	IDLC	First legal's service fee for: Notice of continuance E-Service Order #: 5446460 *No base charge* PDF/Ship	1 3.00	3.00
	IDLC	First legal's filing fee for: Notice of continuance Direct E-filing Order #: 5446435 Base charge + Additional charges	1 13.70	13.70
9/30/2023	ALL	Postage for September, 2023.	1 0.87	0.87
	ALL	Copying cost for September, 2023.	6 0.06	0.36
10/10/2023	IDLC	First Legal's service fee for: Case management statement Order #: 5471376 E-service *No base charge* PDF/ship	1 3.00	3.00
	IDLC	First legal's Filing fee for: Case management statement Direct E-filing Order #: 5471374	1 13.70	13.70

7/31/2025

			<u>Qty/Price</u>	<u>Amount</u>
		Base charge + Additional charges		
1/16/2024	PKH	Jeffrey Ross Mediation Fee - Invoice 2592 4/17/24 Mediation	1 12,500.00	12,500.00
1/31/2024	ALL	Copying cost for January, 2024.	1 0.06	0.06
5/10/2024	PKH	BRG expert fee for services through April 30, 2024. Invoice #: 174757	1 10,510.50	10,510.50
5/31/2024	ALL	Copying cost for May, 2024.	3 0.06	0.18
9/18/2024	IDLC	First legal's service fee for: Stipulation and Order (name extension);Proof of Service (not Summons and Complaint);Stipulation and Order (name extension). Order #: 5890882 E-Service *No Base Charge* PDF/Ship	1 3.50	3.50
	IDLC	First legal's filing fee for: Joint Stipulation to Continue Case Management Conference; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Stipulation to Continue Case Management Conference; [Proposed] Order. Order #: 5890860 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
9/30/2024	ML	Copying cost for September, 2024.	21 0.06	1.26
12/2/2024	VG	First Legal's service fee for: Stipulation and Order (name extension);Proof of Service (not Summons and Complaint);Stipulation and Order (name extension) Order #: 5987395 E-Service PDF/Ship	1 3.50	3.50
	VG	First legal's filing fee for: Joint Stipulation to Continue Case Management Conference; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Stipulation to Continue Case Management Conference; [Proposed] Order Order #: 5987391 Direct eFiling Base Charge + Additional Charges + Adv/Wit Ck + Check Charge	1 38.50	38.50

7/31/2025

			<u>Qty/Price</u>	<u>Amount</u>
12/12/2024	VG	First legal's service fee for: Notice of Ruling Order #: 17022880 E-Service PDF/Ship	1 1.75	1.75
	VG	First legal's filing fee for: Notice of Ruling Order #: 17022866 Direct E-Filing Base Charge + Additional Charges	1 17.70	17.70
12/13/2024	VG	First Legal's service fee for: Notice of Ruling Order #: 17024358 E-Service PDF/Ship	1 1.75	1.75
	VG	First legal's filing fee for: Notice of Ruling Order #: 17024354 Direct E-Filing Base Charge + Additional Charges	1 17.70	17.70
1/31/2025	ML	First legal's service fee for Stipulation and order (name extension); proof of service (not summons and complaint); Stipulation and Order (name extension) Order #: 17089473	1 3.70	3.70
	ML	First legal's Filing fee for Joint Stipulation to Joint Stipulation to continue case management conference; proposed order continue case management conference; proposed order; proof of service (not summons and complaint); joint stipulation to continue case management conference; Proposed order Order #: 17089471	1 39.50	39.50
Total additional charges				<u>\$24,002.28</u>
Balance due				<u><u>\$24,002.28</u></u>